



Item No. 16 e

TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

Assistant Town Manager

Department Submitting Request

John Olinzock

Dept Head's Signature

<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>
<input type="checkbox"/> Nov 10, 2009	Oct. 30 (5:00 p.m.)	<input type="checkbox"/> Jan 26, 2010	Jan 15 (5:00 p.m.)	<input type="checkbox"/> March 23, 2010	Mar 12 (5:00 p.m.)
<input type="checkbox"/> Dec 1, 2009	Nov 20 (5:00 p.m.)	<input type="checkbox"/> Feb 9, 2010	Jan 29 (5:00 p.m.)	<input type="checkbox"/> April 13, 2010	April 2 (5:00p.m.)
<input type="checkbox"/> Dec 8, 2009	Nov 25 (5:00 p.m.)	<input type="checkbox"/> Feb 23, 2010	Feb 12 (5:00 p.m.)	<input checked="" type="checkbox"/> April 27, 2010	April 16 (5:00p.m.)
<input type="checkbox"/> Jan 12, 2010	Dec 31 (5:00 p.m.)	<input type="checkbox"/> Mar 4, 2010	Feb 19 (5:00p.m.)	<input type="checkbox"/> May 11, 2010	April 30 (5:00p.m.)

NATURE OF AGENDA ITEM

- | | | |
|---|---|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> New Business |
| <input type="checkbox"/> Report | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Manager's Report |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> Bids | <input type="checkbox"/> Old Business | <input type="checkbox"/> Other |

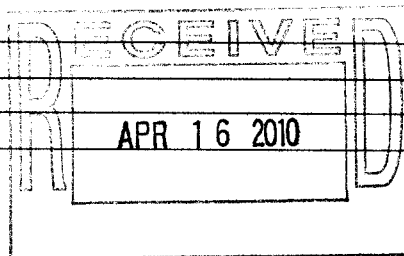
EXPLANATION: Commission Approval of Contractor and Contract for Electrical Maintenance Services Agreement.
ITB 10-03-01

STAFF RECOMMENDATION: N/A.

BOARD/COMMITTEE RECOMMENDATION: N/A

FISCAL IMPACT AND APPROPRIATION OF FUNDS: N/A

- | | |
|---|--|
| <input type="checkbox"/> Amount | <input type="checkbox"/> Acct # |
| <input type="checkbox"/> Transfer of funds required | <input type="checkbox"/> From Acct # |
| <input type="checkbox"/> Bid | <input type="checkbox"/> Grant <input type="checkbox"/> Amount represents matching funds |



Town Attorney review required

☒ Yes ☐ No

Town Manager's Initials: JO

ELECTRICAL MAINTENANCE

INVITATION TO BID #10-03-01

	Universal Electric of Florida, Inc.	Imperial Electrical, Inc.	Horsepower Electrical, Inc.	Al Siefert Electric	Mills Electric Service, Inc.	Davco Electrical Contractor s Corp.	Florida Electric Contracting Service Inc.	Langer Electric Company
REGULAR HOURLY RATE								
DURING REGULAR BUSINESS HOURS:								
JOURNEYMAN	\$ 34.75	\$ 40.00	\$ 85.00	\$ 85.00	\$ 65.00	\$ 55.00	\$ 45.00	\$ 65.00
HELPER	\$ 22.75	\$ 25.00	\$ 65.00	\$ 65.00	\$ 45.00	\$ 40.00	\$ 38.50	\$ 55.00
AFTER REGULAR BUSINESS HOURS:								
JOURNEYMAN	\$ 17.00	\$ 15.00	\$ 90.00	\$ 127.50	\$ 30.00	\$ 82.50	\$ 75.00	\$ 97.50
HELPER	\$ 11.00	\$ 10.00	\$ 70.00	\$ 97.50	\$ 20.00	\$ 60.00	\$ 57.75	\$ 85.00
DURING HOLIDAYS OUTLINED IN THE CONTRACT:								
JOURNEYMAN	\$ 14.45	\$ 15.00	\$ 90.00	\$ 170.00	\$ 45.00	\$ 82.50	\$ 75.00	\$ 130.00
HELPER	\$ 10.00	\$ 10.00	\$ 70.00	\$ 130.00	\$ 30.00	\$ 60.00	\$ 57.75	\$ 110.00
MARK-UP ON MATERIALS AT COST:	15%	15%	15%	30%	20%	10%	28%	25%
HOURLY RATE FOR THE USE OF A 40' LIFT TRUCK:	\$ 30.00	\$ 40.00	\$ 25.00	*	\$ 45.00	\$ 40.00	\$ 35.00	\$ 95.00

*Note: ITB stated-please refer to Lighting Management's Bid (\$25.00)

REVIEWED BY: KAOLA KING
Director of Finance and Budget

DATE: 4/12/2010

SUN-SENTINEL
PUBLISHED DAILY
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LINDA HALL, WHO, ON OATH, SAYS THAT SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A:

INVITATION TO BID

THE MATTER OF:

LAUDERDALE BY THE SEA, FLORIDA
ITB 10-03-01

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE ISSUES OF:

MARCH 21, 2010

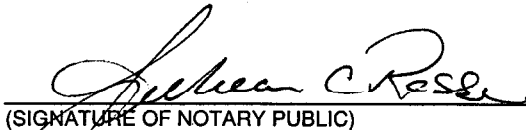
13859729

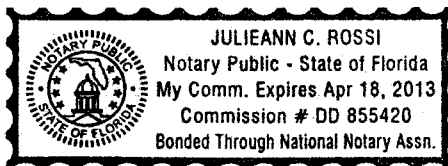
AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF ATTACHED COPY OF ADVERTISEMENT: AND AFFIANT FURTHER SAYS THAT SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID NEWSPAPER.



(SIGNATURE OF LINDA HALL, AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON 22 MARCH 2010, A.D.


(SIGNATURE OF NOTARY PUBLIC)



(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN (X) OR PRODUCED IDENTIFICATION ()

**TOWN OF LAUDERDALE-BY-THE-SEA
INVITATION TO BID
ITB 10-03-01**

The Town of Lauderdale-By-The-Sea will be accepting sealed bids for Electrical Maintenance Services Agreement 2010. Sealed Bids for the Electrical Maintenance Services Agreement 2010 will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and will be publicly opened and read soon thereafter. Any bids received after the time and date specified will not be considered. Bid packets may be obtained at the office of the Town Clerk, 954-776-0576.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance services for electrical equipment and systems specified in the contract documents.

March 21, 2010

Invitation To Bid

ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: MARCH 10, 2010

ITB # 10-03-01

**MAIL OR
DELIVER
BIDS TO:**

**JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576**

**BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010**

Bid Opening 2:00 P.M.



To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid.....	1
Electrical Maintenance Services Bid Form	2
Specifications	8
Electrical Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Electrical Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit.....	20
Public Entity Crimes Form.....	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS
AND
INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until **2:00 p.m.**, local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

- 1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

**SPECIFICATIONS
FOR ELECTRICAL MAINTENANCE SERVICES**

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;

A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.

B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below:

1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.

2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.

C. Services Provided

1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.

2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

**BID FORM
ELECTRICAL MAINTENANCE SERVICES**

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: **ELECTRICAL MAINTENANCE SERVICES**

BIDDER: _____

Bidder's authorized Contact person: _____

Telephone: _____

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED **\$3,000.00** PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ _____

HELPER \$ _____

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ _____

HELPER \$ _____

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ _____

HELPER \$ _____

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% _____

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ _____ per hour

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

This image shows a full page of a document template. It consists of a white background with evenly spaced, horizontal black lines running across the entire width of the page. There are no margins, text, or other markings present.

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

- ☐ Insufficient time to respond to the Invitation To Bid
- ☐ Do not offer this service
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (Please explain below)
- ☐ Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
- ☐ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

PART 2

AGREEMENT FORMS

ELECTRICAL MAINTENANCE SERVICES AGREEMENT

This Electrical Maintenance and Services Agreement, made and entered into this _____ day of _____, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

Invitation To Bid and response by Contractor; General Conditions; Plumbing and Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.

3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _____
Susan Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager

Date: _____

CONTRACTOR

By: _____

Date: _____

Print Name

Title: _____

WORK ORDER

WORK ORDER

DATE:

TIME IN: _____ TIME OUT: _____

COMMENTS:

DON PRINCE, MUNICIPAL SERVICES DIRECTOR

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2010

NOTARY PUBLIC, State of Florida

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. _____
_____ for _____

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is _____
_____ and (if applicable)
its Federal Employer Identification Number (FEIN) is _____ (If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement.)
3. My name is _____ and
my relationship to _____ (please Print name
of individual signing) the entity named above is
_____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature
_____ in the space provided above on this _____
(name of individual signing)
day of _____, 201__.

My commission expires:

NOTARY PUBLIC

Universal Electric of Florida, Inc.

Universal Electric of Floirda, INC.

6784 NW 17th Ave

Ft. Lauderdale, FL 33309

(954)-484-5233 (Tel)

(954)-484-5487 (Fax)

Town of Lauderdale by the Sea

ITB# 10-03-01

Copy 1 Bid Document

Invitation To Bid

ELECTRICAL MAINTENANCE SERVICES
AGREEMENT 2010

ISSUE DATE: MARCH 10, 2010

ITB # 10-03-01

MAIL OR
DELIVER
BIDS TO:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576

BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



INVITATION TO BID
ITB # 10-03-01

Sealed Bids for the Electrical Maintenance Services Agreement 2010 will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and will be publicly opened and read soon thereafter. Any bids received after the time and date specified will not be considered. Bid packets may be obtained at the office of the Town Clerk, 954-776-0576.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance services for electrical equipment and systems specified in the contract documents.

SunSentinel: March 21, 2010

To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid.....	1
Electrical Maintenance Services Bid Form.....	2
Specifications	8
Electrical Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Electrical Maintenance Services Agreement.....	16
Sample Work Order	19
Anti-Kickback Affidavit.....	20
Public Entity Crimes Form.....	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS
AND
INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

**SPECIFICATIONS
FOR ELECTRICAL MAINTENANCE SERVICES**

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;

- A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.
- B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below:
 - 1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.
 - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
- C. Services Provided
 - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
 - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

**BID FORM
ELECTRICAL MAINTENANCE SERVICES**

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: ELECTRICAL MAINTENANCE SERVICES

BIDDER: UNIVERSAL ELECTRIC OF FLORIDA, INC.
Bidder's authorized Contact person: PHILLIP L. KNOWMAN JR.
Telephone: (954) 484-5233 CELL (954) 214-0089

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 34.75

HELPER \$ 22.75

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 17.00

HELPER \$ 11.00

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN
THE CONTRACT

JOURNEYMAN \$ 14.45

HELPER \$ 10.00

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 15.00

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ 30⁰⁰ per hour

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BLVD SUITE 323

SUNRISE FL. 33351-6764

TEL: 754-321-0507 (CONTACT: MARK ALAN)

BID # 24-123R ELECTRICAL AND FIRE ALARM SERVICE

CITY OF HOLLYWOOD, FLORIDA

2600 HOLLYWOOD BLVD.

HOLLYWOOD, FL. 33020

TEL: (954) 921-3552 (CONTACT: IAN SUPERVILLE)

BID # F-4230-10-15 ELECTRICAL MAINTENANCE + REPAIR

CITY OF CONAL SPRINGS FLORIDA

9551 WEST SAMPLE ROAD

CONAL SPRINGS, FLORIDA 32065

TEL: 954-344-1100 (CONTACT: ARTHUR RESNIK)

BID # 05-B-002F LICENSED ELECTRICAL CONTRACTOR

SEE ADDITIONAL ATTACHED SHEETS

Universal Electric of Florida, Inc.
6784 N.W. 17th Avenue
Ft. Lauderdale, FL 33309
(954)-484-5233 (Tel)
(954)-484-5487 (Fax)

Reference Sheet:

General Contractors:

Padula & Wadsworth Const.
Contact: Harry Padula
2100 North Andrews Avenue Ext
Pompano Beach, FL 33039
(954)-974-3262 (Tel)
(954)-974-3272 (Fax)

James A. Cummings
Contact: Eric Enage
3575 N.W. 53rd Street
Ft. Lauderdale, FL
(954)-733-4211 (Tel)
(954)-485-9688 (Fax)

Vendors:

World Electric Supply
Contact: James Laplant
2510 West Copans Rd. #100
Pompano Beach, FL 33069
(954)-979-1960 (Tel)
(954)-957-8688 (Fax)

Electrical Supplies, INC.
Contact: Don Farnan
13395 N.W. 107th Avenue
Miami, FL 33018
(305)-702-6001 (Tel)
(305)-702-6004 (Fax)

Current Projects:

Project and Brief Description:

Palm View Elementary, New Multipurpose Building, Remodeling, & Site Improvements 2601 NE 1st Avenue, Pompano Beach, FL

Project Owner: School Board of Broward County

Phone Number: (754)-321-1500 Fax: (754)-321-3389

Project Architect: Zelch & MacMahon

Phone: (954)-525-0975 Fax: _____ Stage of Completion: 25%

Construction Contract Amount: \$787,150.00

General Contractor: Hewett-Kier Construction, INC. Phone: (954)-974-3262 Fax: (954)-974-3272

Project and Brief Description:

Lincoln Park Elementary, New Elementary School

2230 Lincoln Street, Hollywood, FL 33020

Project Owner: School Board of Broward County

Phone Number: (754)-321-1500 Fax: (754)-321-3389

Project Architect: BRPH Architects – Engineers, INC.

Phone: (561)-616-5878 Fax: _____ Stage of Completion: 45%

Construction Contract Amount: \$2,145,000.000

General Contractor: Padula & Wadsworth Construction Phone: (954)-974-3262 Fax: (954)-974-3272

Project and Brief Description:

Tropical Elementary School, New Food Service Multipurpose Building Renovations, and Site Improvements.

1500 SW 66th Ave, Plantation, FL

Project Owner: School Board of Broward County

Phone Number: (754)-321-1500 Fax: (754)-321-3389

Project Architect: Zelch & MacMahon

Phone: (954)-525-0975 Fax: _____ Stage of Completion: 65%

Construction Contract Amount: \$831,417.00

General Contractor: Stiles Construction Co., Phone: (954)-627-9150 Fax: (954)-627-9192

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

- ☐ Insufficient time to respond to the Invitation
- ☐ Do not offer this service
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specific unclear (Please explain below)
- ☐ Remove from Lauderdale By-The-Sea's, "Bidder's Mailing List"
- ☐ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

PART 2

AGREEMENT FORMS

ELECTRICAL MAINTENANCE SERVICES AGREEMENT

This Electrical Maintenance and Services Agreement, made and entered into this _____ day of _____, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

 Invitation To Bid and response by Contractor; General Conditions; Plumbing and Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _____
Susan Trevarthen, Town Attorney

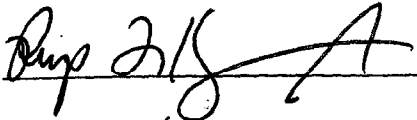
TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager

Date: _____

CONTRACTOR

UNIVERSAL ELECTRIC OF FLORIDA INC.

By: 

Date: 04-08-10

Philip L. Korman Jr.
Print Name

Title: PRESIDENT

WORK ORDER

WORK ORDER

DATE:

TIME IN: _____ TIME OUT: _____

COMMENTS:

DON PRINCE, MUNICIPAL SERVICES DIRECTOR

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Russ 2/15/10*



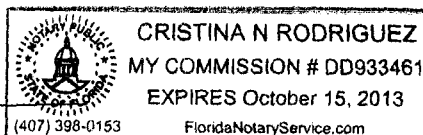
Universal Electric of Florida, INC.
6784 N.W. 17th Avenue
Ft. Lauderdale, FL 33309

Sworn and subscribed before me this

30th day of MARCH, 2010

CR
NOTARY PUBLIC, State of Florida

My Commission Expires: _____



SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB#10-03-01
_____ for ELECTRICAL
MAINTENANCE SERVICE AGREEMENT 2010
2. This sworn statement is submitted by UNIVERSAL ELECTRIC OF FLORIDA, INC.
(name of entity submitting sworn statement)
whose business address is 6784 W.W. 17th AVE
Fort Lauderdale, FL 33304 and (if applicable)
its Federal Employer Identification Number (FEIN) is 591898508 (if
the entity has no FEIN, include the (Social Security) Number of the individual signing
this sworn statement.) (261-83-5573)
3. My name is PHILIP L. KROVMAN JR. and
my relationship to UNIVERSAL ELECTRIC (please Print name
of individual signing) the entity named above is
PRESIDENT AND OWNER
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Phy 215 Ar
(signature)

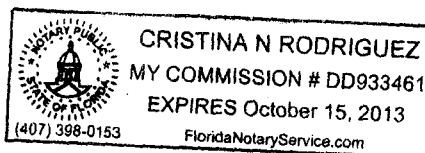
3-30-2010
(date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Cristina Rodriguez
who, after first being sworn by me, affixed his/her signature
Phillip L. Kroyman Jr. in the space provided above on this 30th
(name of individual signing)
day of March, 2010.

My commission expires:



u
NOTARY PUBLIC

**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION****ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783****(850) 487-1395****KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC
6784 N.W. 17TH AVENUE
FORT LAUDERDALE FL 33309**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION****AC# 3831574****EC13001975 06/27/08 078171589****CERTIFIED ELECTRICAL CONTRACTOR
KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC****IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2010 L08062700753****DETACH HERE****AC# 3831574****STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD****SEQ# L08062700753**

DATE	BATCH NUMBER	LICENSE NBR	
06/27/2008	078171589	EC13001975	Additional Business Qualification

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

**KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC
6784 N.W. 17TH AVENUE
FORT LAUDERDALE FL 33309****CHARLIE CRIST
GOVERNOR****CHUCK DRAGO
INTERIM SECRETARY****DISPLAY AS REQUIRED BY LAW**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010**DBA:****Receipt # 181-0003166****Business Name:** UNIVERSAL ELECTRIC OF FLORIDA**Business Type:****Owner Name:** INC

ELECTRICIAN/FIRE ALARM CONTRAC

Business Location: 6784 NW 17 AVE
FT LAUDERDALE 33309**Business Opened:****Business Phone:** (954)484-5233**State/County/Cert/Reg:** EC13001975**Exemption Code:** NON EXEMPT**Rooms****Seats****Employees****Machines****Professionals**

10 UNITS

Number of Machines:**For Vending Business Only****Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 27.00						\$ 27.00

0000000000 0000002700 0000001810003166 1001 0

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

UNIVERSAL ELECTRIC OF FLORIDA
INC
KROYMAN PHILLIP L JR/QUAL
6784 NW 17 AVE
FORT LAUDERDALE FL 33309

2009 - 2010

REVENUE COLLECTION DIVISION
BROWARD COUNTY, FLORIDA
DATE: 8/13/09
TIME: 11:11 AM

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/25/10MLA

PRODUCER Advanced Insurance UW 3250 N. 29th Avenue Hollywood, FL 33020 954 416-9712		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Universal Electric of Florida, Inc. & Philco Electric of Florida, Inc. 6784 N.W. 17th Avenue Fort Lauderdale, FL 33309		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: FCCI Insurance Company	10178
		INSURER B: Scottsdale Insurance Company	41297
		INSURER C: American Bankers Insurance	10111
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP00035197	03/01/2010	03/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA00043467	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	XLS0065075	03/01/2010	03/01/2011	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	001WC09A45307	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Property	CPP00035197	03/01/2010	03/01/2011	See Below
C		Inland Marine	CPP00035197	03/01/2010	03/01/2011	See Below
C		Flood	AB00002074	04/02/2009	04/02/2010	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: ITB#: 10-03-01

Certificate Holder is listed as Additional Insured under the General Liability policy as required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION 10 Days for Non-Payment**

Town of Lauderdale-By-The-Sea
 Attn: June White, Town Clerk
 4501 Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charlotte Floyd

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Property Coverage:

Special Form, 80% Coinsurance, Replacement Cost, 5% Wind/Hail Deductible, \$1,000 All Other Perils Deductible

Location: 6784 N.W. 17th Avenue, Fort Lauderdale, FL

Building Limit - \$645,750

Contents Limit - \$102,500

Location - 5311 N.W. 22nd Avenue, Tamarac, FL

Building Limit - \$324,173

Contents Limit - \$15,375

Inland Marine Coverage:

Scheduled Equipment Limit - \$82,000

Schedule on file with Company

Leased or Rented Equipment Limit - \$15,000

Flood Coverage:

Location: 6784 N.W. 17th Avenue, Fort Lauderdale, FL

Building Limit - \$500,000

Deductible - \$500

Imperial Electrical Inc.

COPY

Invitation To Bid

**ELECTRICAL MAINTENANCE SERVICES
AGREEMENT 2010**

ISSUE DATE: MARCH 10, 2010

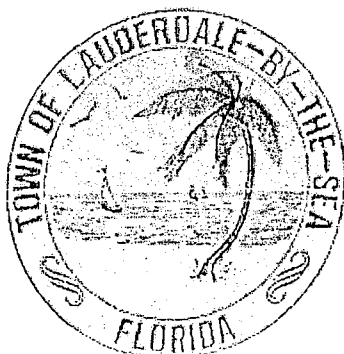
ITB # 10-03-01

*MAIL OR
DELIVER
BIDS TO:*

*JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576*

*BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010*

Bid Opening 2:00 P.M.



IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

_____ 2010

To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid.....	1
Electrical Maintenance Services Bid Form.....	2
Specifications.....	8
Electrical Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Electrical Maintenance Services Agreement.....	16
Sample Work Order	19
Anti-Kickback Affidavit.....	20
Public Entity Crimes Form.....	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

PART 1

BID REQUIREMENTS AND INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

- 1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

SPECIFICATIONS
FOR ELECTRICAL MAINTENANCE SERVICES

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;

- A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.
- B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below:
 - 1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.
 - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
- C. Services Provided
 - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
 - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

BID FORM
ELECTRICAL MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: ELECTRICAL MAINTENANCE SERVICES

BIDDER:

Imperial Electrical Inc

Bidder's authorized Contact person:

Mike Terango

Telephone:

954-325-2133

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 40

HELPER \$ 25

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 15

HELPER \$ 10

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ 15

HELPER \$ 10

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 15

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ 40 per hour

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

See Attached

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

- ☐ Insufficient time to respond to the Invitation To Bid
- ☐ Do not offer this service
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (Please explain below)
- ☐ Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
- ☐ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

REFERENCE LIST

Broward County Port Everglades

David Olmstead

954-523-3404 Ext. 3665

City of Hollywood

Larry

954-234-8831

CITY OF SUNRISE

STEVE KANE

954-240-2725

Broward County Parks

Ingrid Triplett

954-577-4640

Broward County Housing Authority

Barbra Segal

954-739-1114

Broward Community College

Mike Coval

954-444-0632

Broward County Parks

Shoban Smart

954-577-4624

US Coast Guard

David Robinson

305-278-6726

US State Department

Chuck O'Meara

954-630-1159

DOT

Neil Villena

954-677-7895

GSA Services

Ft Lauderdale Federal Court House

Joe Sabina

954-356-7612

DOT Turnpike

Ron Williams

954-934-1109

City of Aventura

Tony Tomei

1-305-466-8900

Broward County Purchasing

Christine Calhoun

954-357-6085

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

Completed Contracts

Department of State

New emergency generator and main switchgear
\$390,000
12/5/2002
Chuck O'Meara
US State Department
954-630-1159

North Perry Airport

Runway 4L lighting
\$190,000
2000
Broward County

City of Aventura

Yacht Club drive street lighting
\$394,000
10/5/2002
City of Aventura
Tony Tomei
305-466-8900

Port Everglades Broward County

Crane 7 high voltage new feed
\$290,000
2/15/2002
Broward County
David Olmstead
954-325-7925

Boyd Anderson High School

New Chiller switchgear and motor controls
\$65,000
6/6/2005
Eaton Corp.
Bob Miller
954-571-8282

Broward County Housing

Replace panels
\$109,000
2002
Barbara Segal
Broward County Housing
954-739-1114

Broward County

Brian Piccolo Skate Park lighting
\$230,000
12/2/2003
Broward County
Shoban Smart
954-577-4624

US Coast Guard

Opa Locka Airport fuel farm
\$140,000
6/10/2004
US Coast Guard
David Robinson
305-278-6726

Palm Beach Community College

Library relighting
\$214,000
2001
Palm Beach Community College

Broward Community College

3 year term electrical contractor
\$250,000 per year

Broward Community College
Mike Coval
954-444-0632

City of Sunrise

3 Year Term Maintenance Contract

\$250 to \$20,000

5th year

City of Sunrise

Carol Ungerer

954-303-9877

DOT Turnpike

3 Year Term Maintenance Contract

\$250 to \$20,000

10 years ongoing

DOT Turnpike

Ron Williams

954-868-7928

Port Everglades Broward County

Fire Alarm Upgrades

\$ 212,000.00

2/6/2007

Broward County

David Olmstead

954-325-7925

Broward County Parks

Hurricane Wilma Repairs

\$ 65,000.00

5/10/2007

Broward County

Ingrid Triplett

954-577-4640

Wellington Equestrian Club

Sports Lighting for Arena

\$280,000.00

12/31/2007

Qualite Sports Lighting

John

954-254-9319

State of Florida

Generator Installation

\$ 191,056.00

7/1/2009

Derrick

954-290-3871

US Coast Guard

Transfer Switch Installation

\$ 55,820.00

7/13/2009

USCG

David Robinson

305-278-6726

City of Hollywood

3 Year Term Maintenance Contract

\$250 to \$20,000

4th year

City of Hollywood

Larry

954-234-8831

Miami Dade Water & Sewer

Replace Switchgear Pump Station 421

\$ 69,000.00

2007

MDWS

Angel Carbello

305-273-4812

Broward County Aviation

Roadway Lighting Replacement

\$ 101,080.00

7/30/2007

Broward County Aviation

Roberto Quiroz

954-359-6100

Broward County

Markham Park Skeet & Trap Range Lighting

\$ 166,000.00

5/5/2007

Shoban Smart

954-577-4624

City of Weston

Generator Installation at Community Center

\$ 117,600.00

4/13/2009

Calvin, Giordano & Assoc.

Broward County

Generator Installation at BARC

\$ 82,175.00

11/21/2008

Norman Brown

954-357-6476

Horsepower Electric, Inc.

BID FORM
ELECTRICAL MAINTENANCE SERVICES

COPY

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: ELECTRICAL MAINTENANCE SERVICES

BIDDER: Horsepower Electric, Inc
Bidder's authorized Contact person: Michael Martinez
Telephone: 305-819-4060

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 85.⁰⁰
HELPER \$ 65.⁰⁰

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 90.⁰⁰
HELPER \$ 70.⁰⁰

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN
THE CONTRACT

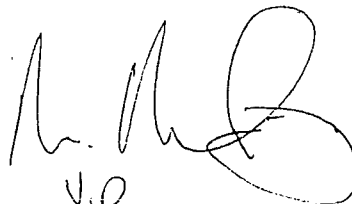
JOURNEYMAN \$ 90.⁰⁰
HELPER \$ 70.⁰⁰

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 15

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ 25 per hour


V.P.

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

PLEASE SEE ATTACHED Previous Experience and References.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Previous Experience and References

Customer:	Contract Name:	Contract Term:	Contract Amount:	Final Contract Price	Contract Role:	Description of Job:	Contact Info.:
Campus Construction Group, Inc.	School Flashers at SW 117 AVE. & SILVER PALM DR. MIAMI FL	2007 to 2008	\$349,120.00	\$ 349,120.00	Prime Contractor	Provide and Install LED Mast Arm School Flashers	Mr. Hector Fernandez
Campus Construction Group, Inc.	School Flashers at N.W. 90 CT. & N.W. 178 LANE Miami FL	2007 to 2008	\$101,520.00	\$ 101,520.00	Prime Contractor	Provide and Install LED Mast Arm School Flashers	Mr. Hector Fernandez
City of Aventura	City Wide Electrical Services	2006 to 2009	\$300,000.00/yearly	\$ 900,000.00	Prime Contractor	City wide Electrical Services	Mr. Alan Levine (305) 466-8931
City of Aventura	Frontage Loop Roadway Lighting	2005	\$579,579.00	\$ 579,579.00	Prime Contractor	Installation of 63 New Street Lights	Antonio Tomey
City of Boca Raton	Signalization at Military Trail & Lennox Dr	2006	298,000.00	298,000.00	Prime Contractor	Construct LED Mast Arm Traffic Signal at Military Trail & Lennox Dr	Emmanuel Posadas (561)-416-3387
City of Coral Springs	PO # 047671	2005	\$56,279.00	\$ 56,279.00	Prime Contractor	Provide and Install Illuminated Street name Signs	Art Resnik 954-344-1096
City of Delray Beach	Traffic Signalization	2006 to 2007	\$322,645.00	\$322,645.00	Prime Contractor	Mast Arm LED Signalization at US1 & Tropic Blvd including sidewalks, curbs, and asphalt work	Mr. Rafael Ballesterio 561-243-7320
City of Homestead	SW 4 ST Lighting Project	2007 to 2008	\$392,000.00	\$392,000.00	Prime Contractor	Installation of decorative street light poles and fixtures	Dan Wick 305-224-4440
City of Key West	Antique Street Lighting	2003 to 2005	\$725,000.00	\$ 725,000.00	Prime Contractor	Installation of Antique Street Lighting	Roland Flowers
City of Marco Island	City Wide Traffic Signals	2006 to 2007	\$2,200,000.00	\$2,200,000.00	Prime Contractor	Construction of seven new LED Mast Arm intersections and Video detection.	Mr. Tim Pinter (239)-389-5018
City of Miami Springs	City wide Electrical Maintenance	2002 to 2005	120,000.00	\$ 120,000.00	Prime Contractor	City wide Electrical Services	Randall Dilling 305-805-5000
City of Sunny Isles	Roadway Lighting Improvements	2005 to 2008	\$189,966.00	\$ 189,966.00	Prime Contractor	Construction of New Street Lights	Jim Watts
City of Sweetwater	City wide Electrical Maintenance	2002 to Current	60,000.00	\$ 60,000.00	Prime Contractor	City wide Electrical Services	Frank Lago 305-221-0411
City of Weston	City Wide Electrical Services	2006 to 2009	\$800,000.00/yearly	\$ 2,400,000.00	Prime Contractor	Repair/Install electrical components/systems inside governmental facilities, such as Fire & Police Stations, Schools, City Halls, etc. This Contract also include the maintenance of city own street lights	Mr. Jeff Skidmore (954) 385-2000
City of Weston	Emerald Estates Dr Street Lighting	2007 to 2008	\$199,000.00	\$199,000.00	Prime Contractor	Installation of street lights and removal of existing street lights	Mr. Jeff Skidmore 954-385-2000
City of Weston	Traffic Signalization	2008 to 2009	\$304,304.00	\$304,304.00	Prime Contractor	Construct LED Mast Arm Traffic Signal at Indian Trace & Saddle Club Rd	Mr. Jeff Skidmore (954) 385-2000
City of Weston	Traffic Signals & Signal Interconnect City Wide	2005 to 2008	\$2,500,000.00	\$2,500,000.00	Prime Contractor	Construct 3 LED Mast Arm Traffic Signals on Indian Trace Blvd & Installation of City Wide Signal Interconnect	Mr. Jeff Skidmore (954) 385-2000
City of Weston	Street Light Maintenance	2000 to 2006	1,200,000.00	\$ 8,400,000.00	Prime Contractor	Maintenance of All Street Lighting Fixtures	
F.P. & L.	Emergency Street Lighting Maintenance	2004 to 2005	\$839,101.00	\$ 839,101.00	Prime Contractor	Street Lighting Maintenance	Alex Sambrano
Florida Department of Transportation	Project # T4112 Roadway Lighting Repair due to Hurricane Wilma	2006 to 2009	487,000.00	\$ 522,000.00	Prime Contractor	Repair Roadway lighting components due to hurricane Wilma in St. Lucie County and Indian River County	Scott Ryder (561)441-5183
Florida Department of Transportation	Project # T4113 Roadway Lighting Repair due to Hurricane Wilma	2006 to 2009	\$615,000.00	\$ 2,147,505.00	Prime Contractor	Repair Roadway lighting components due to hurricane Wilma in Martin County and Palm Beach County	Scott Ryder (561)441-5183
Florida Department of Transportation	Project # E-6D51 Roadway Lighting Repair due to Hurricane Wilma	2006 to 2009	\$320,320.00	\$ 320,320.00	Prime Contractor	Repair Roadway lighting components due to hurricane Wilma in SR 826,I-195,I-395,I-195,I-95	Felix Fuentes (305) 216-3532
Florida Department of Transportation	Project # T6067 Street Light Construction	2006	\$999,999.99	\$ 999,999.99	Prime Contractor	Installation of new street light poles, sidewalks, pavement marking, Landscaping	Adam Gosselin 954-868-1286
Florida Department of Transportation	Traffic Signalization	2008 to 2009	\$499,999.99	\$499,999.99	Prime Contractor	Construct LED Mast Arm Traffic Signals at Flagler St & 38 Ct & at Kililian Dr & SW 82 St including sidewalks, curbs, and asphalt work.	Anthony Sabbag 305-256-6380
Florida Department of Transportation	SR860 & NW 75 PL Signalization	2007	380,000.00	380,000.00	Prime Contractor	Construct LED Mast Arm Traffic Signal including sidewalks, asphalt, and signal Interconnect.	Saud Kahn (305)-470-5344
Florida Department of Transportation	Illuminated Street Name Signs Broward County Contract # E4H56	2007	\$292,404.00	\$ 292,404.00	Prime Contractor	Provide and Install Illuminated Street name Signs	Javier Bejarano
Florida Department of Transportation	Illuminated Street Name Signs Palm Beach County Contract # E4H63	2007	\$650,148.00	\$ 650,148.00	Prime Contractor	Provide and Install Illuminated Street name Signs	Michael Dawson
Florida Department of Transportation	District 4 Traffic Signals Hurricane Emergency Repairs Contract	2005 to 2006	\$2,580,588.00	\$ 2,580,588.00	Prime Contractor	Repair Traffic Signals within District 4	Kathleen Gilead
Florida Department of Transportation	Contract #E6D90 Roadway Lighting Push Button	2008 to 2009	\$115,555.00	\$ 115,555.00	Prime Contractor	Street Light Repairs County Wide	Mr. Hernan Villar 305-470-5347
Florida Dept. of Transportation	Lights maintenance contract for Interstate I-95, I-75, SR-826, SR-836, SR-112, SR-195, SR-924, SR-874, SR-878 within Miami-Dade County limits	1998 to 2006	\$1,260,000.00 per year	\$ 11,340,000.00	Prime Contractor	Lights maintenance contract for Interstate I-95, I-75, SR-826, SR-836, SR-112, SR-195, SR-924, SR-874, SR-878 within Miami-Dade County limits	Ronald S. Steiner 305-470-5347

Previous Experience and References

Florida Dept. of Transportation	District 4 Contract #E4D90	2003 to 2004	\$318,983.52	\$ 318,983.52	Prime Contractor	Installation of Illuminated Street Signs	Kathleen Gilead
Florida Dept. of Transportation	Tumpike Authority Street lighting Maintenance	2001 to 2004	\$600,000.00	\$ 600,000.00	Prime Contractor	Roadway Lighting Maintenance	
Florida Dept. of Transportation	West Palm Beach Street Light Maintenance	2000 to 2004	\$640,000.00	\$ 640,000.00	Prime Contractor	Roadway Lighting Maintenance	
Miami-Dade County	Retrofit #1 Contract#621610A	2003 to 2005	\$1,000,000.00	\$ 1,000,000.00	Prime Contractor	Retrofit of Existing Street Lights	Garfield Perry 305-592-3470 x235
Miami-Dade County	Retrofit #2 Contract#621611A	2003 to 2005	\$1,000,000.00	\$ 1,000,000.00	Prime Contractor	Retrofit of Existing Street Lights	Garfield Perry 305-592-3470 x235
Miami-Dade County	Retrofit #3 Contract#621612	2003 to 2004	\$1,000,000.00	\$ 1,000,000.00	Prime Contractor	Retrofit of Existing Street Lights	Garfield Perry 305-592-3470 x235
Miami-Dade County	Emergency Retrofit	2001 to 2002	2,341,780.00	\$ 2,341,780.00	Prime Contractor	Retrofit of Existing Street Lights	Garfield Perry 305-592-3470 x235
Miami-Dade County	Project # 662431 Roadway Lighting Maintenance Pilot Program	1996 to 2004	\$1,800,000.00 per year	\$ 16,200,000.00	Prime Contractor	Horsepower Electric, Inc. is currently maintaining approximately 17,000 streets' lights owned and managed by Dade County, performing repairs such as knockdown poles, rewiring, and fuse and lamp replacement using the PLP method. This contract has provided the County with a high percentage of illumination, documented to be in the 98% range, at a fixed cost.	Garfield Perry 305-592-3470 x235
Miami-Dade County	Project # 20060462 Street Lighting County Wide	2008	\$301,820.00	\$ 301,820.00	Prime Contractor	Installation of Street Lights County Wide	Garfield Perry 305-592-3470 x235
Miami-Dade County	Project # 20070785 Illuminated Street Name Signs	2008	\$500,000.00	\$ 500,000.00	Prime Contractor	Provide and Install LED Illuminated Street name Signs at various locations county-wide	Felix Hernandez 305-592-8925
Miami-Dade Transit	Miami Dade Transit South Miami-Dade Busway TRC Proj # UFP019-TR07-CT1	2008 to 2009	\$747,747.00	\$ 747,747.00	Prime Contractor	Installation of New LED Mast Arms Traffic Signals and Traffic Signal Modifications at 18 locations	

STATEMENT OF NO BID

N/A

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

- ☐ Insufficient time to respond to the Invitation To Bid
- ☐ Do not offer this service
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (Please explain below)
- ☐ Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
- ☐ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____


SIGNATURE: _____

DATE: _____ TELEPHONE: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

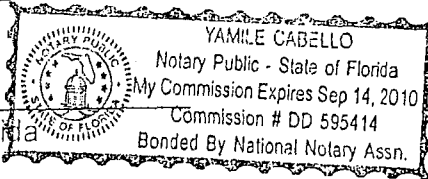
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michael Martinez


Sworn and subscribed before me this

8 day of April, 2010

Y. Cabello
NOTARY PUBLIC, State of Florida



My Commission Expires: 9-14-2010

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB # 10-C3-01
TOWN OF LAUDERDALE BY THE SEA for Michael Martinez
2. This sworn statement is submitted by Horsepower Electric, Inc.
(name of entity submitting sworn statement)
whose business address is 8105 W. 20 Ave, Hialeah
FL 33014 and (if applicable)
its Federal Employer Identification Number (FEIN) is 592502221 (If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement.)
3. My name is Michael Martinez and
my relationship to M-T-P Horsepower Electric (please Print name
of individual signing) the entity named above is
Horsepower Electric, Inc.
V.P.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(signature)

04/08/2010
(date)

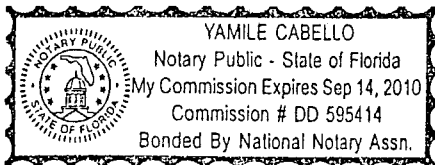
STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Mortimer
who, after first being sworn by me, affixed his/her signature
in the space provided above on this 8

(name of individual signing)
day of April, 2010.

My commission expires: 9-14-2010



[Signature]
NOTARY PUBLIC

AC# 3965621

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08090100519

DATE	BATCH NUMBER	LICENSE NBR
09/01/2008	080069443	EC0001153

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

ORTIZ, HECTOR P
HORSEPOWER ELECTRIC INC
8105 W 20TH AVE
HIALEAH

FL 33014-3231

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2009 LOCAL BUSINESS TAX RECEIPT 2010
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2010
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 23

165804-7
BUSINESS NAME / LOCATION
HORSEPOWER ELECTRIC INC
8105 W 20 AVE
33014 HIALEAH

RENEWAL
RECEIPT NO. 165804-7
STATE# EC0001153

OWNER
HORSEPOWER ELECTRIC INC
Sec. Type of Business
196 ELECTRICAL CONTRACTOR

WORKER/S
60

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS.

DO NOT FORWARD

HORSEPOWER ELECTRIC INC
HECTOR P ORTIZ PRES
8105 W 20 AVE
HIALEAH FL 33014

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

09/14/2009
60010000327
000195.00

|||||

SEE OTHER SIDE

Al Siefert Electric

COPY

Invitation To Bid

ELECTRICAL MAINTENANCE SERVICES
AGREEMENT 2010

ISSUE DATE: MARCH 10, 2010

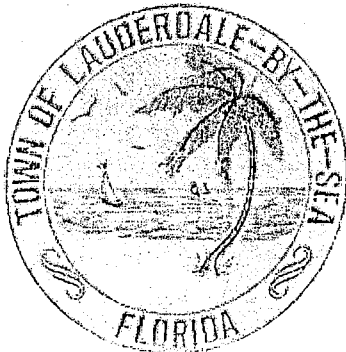
ITB # 10-03-01

MAIL OR
DELIVER
BIDS TO:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576

BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



_____ 2010

To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid.....	1
Electrical Maintenance Services Bid Form	2
Specifications	8
Electrical Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Electrical Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit.....	20
Public Entity Crimes Form.....	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS
AND
INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

- 1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

SPECIFICATIONS
FOR ELECTRICAL MAINTENANCE SERVICES

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;

- A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.
- B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below:
 - 1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.
 - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
- C. Services Provided
 - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
 - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

**BID FORM
ELECTRICAL MAINTENANCE SERVICES**

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: **ELECTRICAL MAINTENANCE SERVICES**

BIDDER: AL SIEFERT ELECTRIC
Bidder's authorized Contact person: AL SIEFERT
Telephone: 954-493-9411

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 85.00

HELPER \$ 65.00

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 127.50

HELPER \$ 97.50

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ 170.00

HELPER \$ 130.00

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 30

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ _____ per hour



PLEASE REFER TO LIGHTING MANAGEMENT'S BID

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

TOWN OF LAUDERDALE BY THE SEA

4501 OCEAN DRIVE - LBTS FL 33308

DON PRINCE 954-776-0576

ELECTRICAL MAINTENANCE SERVICES 2007 \$51,892.54

GORDON FOODS

3301 NW 125 STREET - MIAMI FL 33167

ED DOUGHERTY 954-941-3329

RETROFIT LIGHTING \$363,969.50

BROWARD GENERAL MEDICAL CENTER

1600 S. ANDREWS AVENUE - FORT LAUDERDALE FL 33316

DAN BULZACCHELI 954-332-1111

REWIRE NEW RADIOLOGY OFFICE AND REWIRE NEW BAKERY
KITCHEN \$8,766.99

PART 2

AGREEMENT FORMS

ELECTRICAL MAINTENANCE SERVICES AGREEMENT

This Electrical Maintenance and Services Agreement, made and entered into this _____ day of _____, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and AL SIEFERT ELECTRIC, hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

Invitation To Bid and response by Contractor; General Conditions; Plumbing and Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _____
Susan Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager

Date: _____

CONTRACTOR

AL SIEFERT ELECTRIC

By: Al Siefert

Date: 4/5/10

AL SIEFERT
Print Name

Title: PRESIDENT

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *M. Sufat*

Sworn and subscribed before me this

5 day of APRIL, 2010

Thienhoa Nguyen
NOTARY PUBLIC, State of Florida

My Commission Expires:



THIENHOA NGUYEN
MY COMMISSION # DD 844042
EXPIRES: January 12, 2013
~~Bonded Thru Budget Notary Services~~

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB # 10-03-01
_____ for ELECTRICAL MAINTENANCE
SERVICES AGREEMENT 2010
2. This sworn statement is submitted by AL SIEFERT - AL SIEFERT ELECTRIC
(name of entity submitting sworn statement)
whose business address is 5691 NE 14 AVENUE
FORT LAUDERDALE, FL 33334 and (if applicable)
its Federal Employer Identification Number (FEIN) is 59-2189155 (If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement.)
3. My name is THIEN HOA NGUYEN and
my relationship to AL SIEFERT (please Print name
of individual signing) the entity named above is
OFFICE MANAGER (AL SIEFERT ELECTRIC)
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Al Siefert
(signature)

4/5/10
(date)

STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority, AL SIEFERT
who, after first being sworn by me, affixed his/her signature
AL SIEFERT in the space provided above on this 5
(name of individual signing)
day of APRIL, 2010.

My commission expires:

Thienhoa Nguyen
NOTARY PUBLIC



THIENHOA NGUYEN
MY COMMISSION # DD 844042
EXPIRES: January 12, 2013
Bonded Thru Budget Notary Services

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

SEQ# L0810T400251

DATE	BATCH NUMBER	LICENSE NBR
10/14/2008	000000000	EC0002423

The ELECTRICAL CONTRACTOR
Named below is CERTIFIED
Under the provisions of Chapter 489, F.S.
Expiration date: Aug 31, 2010



SIEFERT, ALBERT N.
AL SIEFERT ENTERPRISES, INC. DBA AL SIEFERT ELECTRIC
5691 NE 14 AVENUE
FORT LAUDERDALE, FL 33304

CHARLES CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt #: 181-3189

Business Name: AL SIEFERT ELECTRIC AL SIEFERT ENT Business Type: ELECTRICAL/ALARMS/CONTRACTOR
(ELECTRICAL CONTR)

Owner Name: AL SIEFERT

Business Location: 5691 NE 14 AVE
FT LAUDERDALE

Business Opened: 09/17/2007

State/County/Cert/Reg: EC 0002423

Business Phone: 954-493-9411

Exemption Code: NONEXEMPT

Rooms

Seats

Employees

Machines

Professionals

10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Mills Electric Service, Inc.

COPY

Invitation To Bid

**ELECTRICAL MAINTENANCE SERVICES
AGREEMENT 2010**

ISSUE DATE: MARCH 10, 2010

ITB # 10-03-01

**MAIL OR
DELIVER
BIDS TO:**

**JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576**

**BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010**

Bid Opening 2:00 P.M.



To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid	1
Electrical Maintenance Services Bid Form	2
Specifications	8
Electrical Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Electrical Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit	20
Public Entity Crimes Form	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS
AND
INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until **2:00 p.m.**, local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

**SPECIFICATIONS
FOR ELECTRICAL MAINTENANCE SERVICES**

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;

A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.

B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below:

1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.
2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.

C. Services Provided

1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

**BID FORM
ELECTRICAL MAINTENANCE SERVICES**

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: ELECTRICAL MAINTENANCE SERVICES

BIDDER: Mills Electric Service, Inc
Bidder's authorized Contact person: James Stubblefield
Telephone: 954-785-0338

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

See Attached

MILLS ELECTRIC SERVICE, INC.
5 Year Job List

PROJECT NUMBER	PROJECT NAME	OWNER	CONTRACT AMOUNT	DATE OF COMPLETION
1344	ATT Miami Beach CO	A T & T	\$28,500	Feb-10
39600	WWTP 4A Load Center & MCC	Broward County	\$173,692	Jan-10
41800	Coral Gables Hospital	Tenet Healthcare	\$47,900	Jan-10
42300	Regal Cinema	The Jones Group	\$61,000	Jan-10
41200	VFD's at 1A1 & 1B1	Broward County	\$462,450	Jan-10
42100	Westside Regional	Westside Regional	\$167,000	Nov-09
38700	Plant 1A	Broward County	\$118,918	Nov-09
41400	W Boca Med Center	Tenet Healthcare	\$69,400	Aug-09
39700	W Boca Med Center NICU	Tenet Healthcare	\$495,000	Aug-09
38900	Jupiter Country Club	Toll Brothers	\$436,268	Jun-09
41300	Coral Springs High School	Broward County Schools	\$329,506	May-09
39400	Coral Gables ADA Upgrade	Tenet Healthcare	\$44,309	Mar-09
41000	ATT Hialeah	AT & T	\$332,138	Jan-09
39300	Coral Gables ICU Ren	Tenet Healthcare	\$426,510	Jan-09
38600	Hialeh Hospital Riser ID	Tenet Healthcare	\$134,578	Dec-08
39900	ATT Miami Metro	AT & T	\$481,214	Dec-08
33700	Hialeah Hospital	Tenet Healthcare	\$960,835	Oct-08
33400	New Birth Baptist Church	New Birth Baptist	\$390,000	Aug-08
1383	Coral Gables ADA Upgrade	Coral Gables Hospital	\$23,500	Jul-08
37700	BSO Main Jail Service	Broward Sheriff's	\$124,274	Jun-08
36900	S Plantation High School	Broward County Schools	\$49,692	Mar-08
37100	Boyd Anderson	Broward County Schools	\$47,716	Mar-08
37200	ATT Perine	A T & T	\$262,100	Feb-08
36600	ATT Poiciana	A T & T	\$291,500	Feb-08
36300	BSO Laundry & Kitchen	Broward Sheriff's	\$80,835	Feb-08
36700	BSO Public Safety PDU	Broward Sheriff's	\$120,000	Jan-08
35400	WWTP 4A Load Center & MCC	Broward County	\$296,679	Jan-08
33500	Larkdale Elementary	Broward County Schools	\$273,500	Nov-07
34400	Florida Medical Ceneter CUICU	Tenet Healthcare	\$268,223	Nov-07
35400	Broward WWTP 4A	Broward County	\$296,000	Nov-07
36100	Green Acres BSTT	Bellsouth	\$95,410	Nov-07
36500	Broward Midrise Office	Broward County	\$110,689	Oct-07
36800	West Boca Medical Center CT	Tenet Healthcare	\$88,100	Oct-07
35100	Coral Gables Temp ICU	Tenet Healthcare	\$219,000	Aug-07
35900	Falcon Cove Site Light	Broward County Schools	\$103,550	Aug-07
36200	Lauderhill Police Generator	City of Lauderhill	\$430,000	Aug-07
32600	Bellsouth Cypress CO	Bellsouth	\$873,345	Jun-07
32900	Deerfield Beach High Auditorium	Broward County Schools	\$385,529	May-07
33600	Grandview Generator	Grandview at Emerald Hills	\$335,000	May-07
34700	West Boca Medical Center Interior	Tenet Healthcare	\$99,645	Apr-07
34200	Williams Island Clubhouse	Williams Island HOA	\$173,500	Mar-07
35600	Yoga Institute	Yoga Institute of Islamorada	\$134,000	Oct-06
35800	Cleveland Clinic CTs	Cleveland Clinic	\$109,000	Oct-06
31100	T-Mobile Ft. Lauderdale Interior	T-Mobile	\$726,615	Jun-06
32800	City of Lauderhill Generator	City of Lauderhill	\$156,000	May-06

MILLS ELECTRIC SERVICE, INC.**5 Year Job List**

PROJECT NUMBER	PROJECT NAME	OWNER	CONTRACT AMOUNT	DATE OF COMPLETION
33300	Lake Worth Campus	College	\$75,780	May-06
30600	Bellsouth Fort Pierce	Bellsouth	\$389,643	Nov-05
30700	Bellsouth Stuart Main	Bellsouth	\$826,060	Nov-05
31800	Bellsouth Miami Canal	Bellsouth	\$1,411,521	Nov-05
31900	Coral Gables Hospital -Renovation	Tenet Healthcare	\$563,132	Nov-05
28800	Florida Metropolitan University	Florida Metropolitan	\$362,409	Jun-05
29500	T-Rex Technology	T-Rex	\$121,400	Feb-05
26100	Monarch Gardens	R. L. LaRoche	\$473,740	Jan-05
29900	Haverhill Engine Replacement	Bellsouth	\$520,000	Dec-04
31200	West Dade Engine Replacement	Bellsouth	\$291,345	Dec-04
30800	Brian Piccolo Park	Broward County	\$197,263	Nov-04
30400	BST Miami Shores ESS #5 Switch	Bellsouth	\$65,200	Aug-04
29300	Winn Dixie Generator & Outside Lts	Winn Dixie	\$151,445	Jul-04
29700	Tenet Billing Center	Tenet Healthcare	\$685,625	Jul-04
30500	Oceanview Electrical Repairs		\$51,200	Apr-04
29200	BST Plantation Training Center	Bellsouth	\$96,700	Mar-04
30100	Coral Gables Hospital MR	Tenet Healthcare	\$32,500	Feb-04
28500	BST Hollywood West ESS	Bellsouth	\$218,954	Nov-03
28700	FL Med Ctr Riser Maint & ID	Tenet Healthcare	\$74,500	Nov-03
29800	Municipal Parking Garage Lighting	City of Hollywood	\$64,891	Oct-03
26700	Miramar High School	School Board of Broward	\$235,516	Aug-03
27800	Kendall Lakes Walking Path	City of Pompano Beach	\$75,937	May-03
27600	BST Hollywood Main AHU	Bellsouth	\$32,212	Apr-03
27700	BST Plantation Convert DX Units	Bellsouth	\$70,500	Apr-03
28100	Florida Medical Center Hydro Therapy	Tenet Healthcare	\$42,200	Mar-03
27300	FPL Fibernet Generator	Florida Power & Light	\$44,652	Feb-03
27900	Palm Beach Community College	Palm Beach Comm. College	\$101,550	Feb-03
26300	Florida Medical Center CT Scan	Tenet Healthcare	\$87,112	Jan-03
27100	BST Kings Point CO	Bellsouth	\$103,052	Jan-03

References

Project Name Broward County School Board
Address Various
Project Type Fire Alarm
Contact Name Phillip Kaufold
Email Address
Phone Number 754-321-1611
Company Broward County School Board
Address of Company 1700 SW 14th Court Fort Lauderdale, FL 33312

Project Name Electrical/Lighting Maintenance
Address Town of Davie
Project Type Fire Alarm
Completion Date open contract
Contact Name Dan Oyler
Email Address
Phone Number 954-797-1840
Company Town of Davie
Address of Company 6591 SW 45th Street Davie, FL 33314

Project Name AT & T
Address Various
Project Type Fire Alarm
Completion Date open contract
Contact Name Hernando Fernandez
Email Address
Phone Number 954-382-0962
Company A T & T
Address of Company 10141 W Broward Blvd, Plantation, FL 33324

Contact Name David Giles
Email Address
Phone Number 561-683-3210
Company Overland Construction
Address of Company 1360 W 53rd Street West Palm Beach, FL 33407

Project Name W Boca Medical Center
Address 21644 State Road 7 Boca Raton, FL 33481
Project Type Fire Alarm
Contact Name Bob Lake
Email Address
Phone Number 561-395-4126
Company Westbrooke Corp
Address of Company PO Box 810608 Boca Raton, FL 33481

MILLS ELECTRIC SERVICE, INC.

810 Southwest 14th Street, Pompano Beach, Florida 33060-8940
Telephone (954) 785-0338 • Fax (954) 785-0494 • Email - generalmail@millselec.com

Organizational Profile

April 7, 2010

Town of Lauderdale-By-The-Sea
June White, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Mills Electric Service is located at 810 SW 14th Street, Pompano Beach, Florida, 33060.

Mills Electric Service, Inc. has been in the commercial electrical business for over 30 years. We have 20 employees at this time. Our Journeyman and apprentices are hired thru the I.B.E.W., which requires that they undergo a 5 year apprenticeship program. We are a Broward County CDBE firm. Attached are references, also a 5 year job list.

Date of incorporation was 3/30/1983. Mr. James Stubblefield is President and Secretary. Mr. Douglas H. Mills is Vice President. Andy Matovich and Mike King are Project Managers and Superintendents. Resumes are attached.

Our Duns number is 10-768-6586. We have undergone no litigation or regulatory action.

Sincerely,



James Stubblefield, President
Mills Electric Service, Inc



Small Business Development Division

Governmental Center Annex
115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

This Certificate is Awarded to:

Mills Electric Service, Inc.

The requirements have been met for certification for: **Community Disadvantaged Business Enterprise**

As set forth in the Business Opportunity Act of 2004 and/or The Community Disadvantaged Business Enterprise Act of 2007. The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

BC- CDBE Certificate Expires: 12/12/2010

A handwritten signature in cursive script, reading "Maria Young", written over a horizontal line.

Small Business Development Division

Broward County Board of County Commissioners
Josephus Eggelton, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr.
Diana Wasserman-Rubin • Lois Wexler
www.broward.org/smallbusiness

DOUGLAS H. MILLS

810 S.W. 14th Street
Pompano Beach FL 33060

954-785-0338

PROFESSIONAL EXPERIENCE

Jan 2007 thru Present

- Vice President, Mills Electric Service, Inc.

1976 – 2007

- President, Mills Electric Service, Inc.

Started firm employing 35 people that operates in the state of Florida, EC#0000121. Specialize in commercial, government and residential work, ranging from switchgear installations to lighting systems, and communication work. Provide equipment and licensed electricians for outside lighting projects, underground distribution work, and transformer replacements for Florida Power & Light.

RECENTLY COMPLETED PROJECTS

City of Pompano Beach Air Park Signage and Lighting
Coconut Creek High School Auditorium Lights and Sound System
Miramar High School Stage Lighting and Sound System
Pompano Park Race Track 20KW Generator
BellSouth Coral Springs Engine Replacement
BellSouth Plantation Training Center Mechanical Alterations
Florida Medical Center Surgical Renovations
North Ridge Medical Center 2nd & 4th Floor Renovations
BellSouth Opa Locka Switch Replacement
BellSouth West Dade CO Building Addition
Delray Medical Center Employees Parking Lot Lighting
City of Hollywood Well Lights Downtown Hollywood Blvd.

ELECTED OFFICES

1982 – 2007	<i>National Electrical Contractors Board of Directors</i>
1994 – 2001	<i>State of Florida Electrical Contractors Licensing Board</i>
1996 – 1999	<i>City of Pompano Beach Unsafe Structures & Housing Appeals Board</i>
1989 – 1991	<i>Broward County Fire Code Board</i>
1989	<i>National Electrical Contractors Board - Governor</i>
1987	<i>National Electrical Contractors Board - President</i>

James Stubblefield

Objective

Contractor Pre-qualification

Employment

Jan 2007 to Present Mills Electric Service, Inc Pompano, FL
President/Owner

1991 – 2006 Mills Electric Service, Inc. Pompano, FL
Vice President

- Estimating jobs, Project Management, Purchasing & business functions

1989 – 1991 Imperial Electric Supply Davie, FL
Branch Manager

- Manager of independent supply house and outside sales

1969 – 1989 IBEW LU 728 Ft. Lauderdale, FL
▪ Worked as an apprentice, journeyman, foreman and supervisor on projects including Hospitals, Airports, Nuclear Power Plants, Hi-rises, Malls, Water Treatment Plants, Schools and Submarine Base

1992 – 1996 Broward County School Board
Teacher Part Time

- Apprenticeship Instructor for four years

Education

1967 - 1969 Broward Community College Davie, FL
1969 – 1973 IBEW Apprenticeship Ft. Lauderdale, FL
Electronic Technology & Journeyman Wireman

- 60 credit hours at BCC towards Associates Degree in Electronic Technology
- Graduated from the IBEW Joint Apprenticeship Program, Broward County Masters License and Florida Electrical Contractor State License
- Numerous Technical Seminars and Certifications

Accreditations

Broward County Masters License, State of Florida Electrical Contractors License and Florida Technical Teachers Certificate

Professional memberships

IBEW LU 728, NECA South Florida Chapter Board Member, Gold Coast JATC Committee Member, State Electrical Masters Association and Broward County Central Electrical Licensing Board Member.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/22/2009

PRODUCER (561) 776-9001 FAX (561) 427-6730
Collinsworth, Alter, Lambert, Inc.
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Mills Electric Service, Inc.
810 Southwest 14th Street
Pompano Beach, FL 33060

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Amerisure Insurance Co

09088

INSURER B: Amerisure Mutual Ins. Co.

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Frm Prop Dam <input checked="" type="checkbox"/> XCU & Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL2022129	06/30/2009	06/30/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA13012200	06/30/2009	06/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CU1320315	06/30/2009	06/30/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC-2066444	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Installation Coverage	IM130122311	06/30/2009	06/30/2010	\$739,500 Limit \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Lauderdale by the Sea, Town of
4501 Ocean Drive
Lauderdale, FL 33308

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AC# 3821665

STATE OF FLORIDA

DEPARTMENT OF REVENUE AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTOR LICENSING BOARD

SEQ# L08061801330

DATE BATCH NUMBER LICENSE #
06/18/2008 078168487 EC0000121The ELECTRICAL CONTRACTOR
Named below is CERTIFIED
Under the provisions of Chapter
Expiration date: AUG 31, 2010MILLS, DOUGLAS H
MILLS ELECTRIC SERVICE INC
810 SW 14TH ST
POMPANO BEACH FL 33060-6203CHARLIE CRIST
GOVERNORCHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt # 181-0003453

Business Name: MILLS ELECTRIC SERVICE INC

Business Type:

Owner Name: MILLS DOUGLAS H

ELECTRICAL CONTRACTOR

Business Location: 810 SW 14 ST
POMPANO BEACH 33060

Business Opened: 12/04/08

Business Phone: (954)785-0338

State/County/Cert/Reg: EC0000121

Exemption Code: NON EXEMPT

Rooms

Seats

Employees

Machines

Professionals

10 UNITS

Number of Machines: For Vending Business Only Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 27.00						\$ 27.00

0000000000 0000002700 0000001810003453 1001 0

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

Mailing Address:

MILLS ELECTRIC SERVICE INC
MILLS DOUGLAS H
810 SW 14 ST
POMPANO BEACH FL 33060

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Date 7/28/09

27.00
Till 148REVENUE COLLECTION DIVISION
BROWARD COUNTY, FLORIDA

2009 - 2010

C 3871144

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08072301476

DATE	BATCH NUMBER	LICENSE NBR
02/23/2009	068011852	EC0001559

ELECTRICAL CONTRACTOR

Name below is CERTIFIED

Under the provisions of Chapter 488, F.S.

Expiration date: AUG 31, 2010

STUBBLEFIELD, JAMES E.
MILLS ELECTRIC SERVICE, INC.
810 SW 14TH STREET
POMPANO BEACH FL 33060

CHARLIE CRIST
GOVERNORCHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt # 181-0003134

Business Name: MILLS ELECTRIC SERVICE INC

Business Type:

Owner Name: STUBBLEFIELD JAMES F/QUAL

ELECTRICAL CONTR

Business Location: 810 SW 14 ST
POMPANO BEACH 33060

Business Opened:

Business Phone: (954)785-0338

State/County/Cert/Reg: EC0001559

Exemption Code: NON EXEMPT

Rooms

Seats

Employees

Machines

Professionals

10 UNITS

For Vending Business Only				Vending Type:		
Number of Machines:						
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 27.00						\$ 27.00

0000000000 0000002700 0000001810003134 1001 5

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MILLS ELECTRIC SERVICE INC
STUBBLEFIELD JAMES F/QUAL
810 SW 14 ST
POMPANO BEACH FL 33060

2009 - 2010

REVENUE COLLECTION DIVISION
BROWARD COUNTY, FLORIDA
Date 7/29/09
27.00
1111 144

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 65.00

HELPER \$ 45.00

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 30.00

HELPER \$ 20.00

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ 45.00

HELPER \$ 30.00

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 20

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ 45.00 per hour

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

- ☐ Insufficient time to respond to the Invitation To Bid
- ☐ Do not offer this service
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (Please explain below)
- ☐ Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
- ☐ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

PART 2

AGREEMENT FORMS

ELECTRICAL MAINTENANCE SERVICES AGREEMENT

This Electrical Maintenance and Services Agreement, made and entered into this _____ day of _____, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

 Invitation To Bid and response by Contractor; General Conditions; Plumbing and Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _____
Susan Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager

Date: _____

CONTRACTOR

By: _____

Date: _____

Print Name

Title: _____

WORK ORDER

WORK ORDER

DATE:

TIME IN: _____ TIME OUT: _____

COMMENTS:

DON PRINCE, MUNICIPAL SERVICES DIRECTOR

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

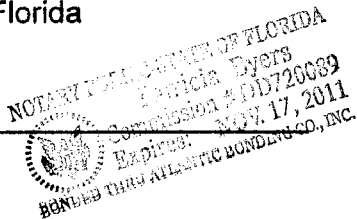
By: _____

Sworn and subscribed before me this

7th day of April, 2010

Patricia Byers
NOTARY PUBLIC, State of Florida

My Commission Expires: _____



1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. Never

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)
4/7/10

(date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Dawn Byers
who, after first being sworn by me, affixed his/her signature
James Stubblefield in the space provided above on this 7th
(name of individual signing)
day of April, 2010.

My commission expires:

NOTARY PUBLIC
NOTARY PUBLIC
BONDED

Davco Electrical Contractors Corp.

Table of Contents

City of Lauderdale-by-the-Sea Electrical Maintenance Services Bid ITB # 10-03-01

1. Bid Form
2. Complete Job List
3. Anti-Kickback Affidavit
4. Public Entity Crimes Sworn Statement
5. Davco Electrical Contractors Corp. General Information
6. Business References
7. State Electrical Contractors License's
8. County and City Occupational License's

COPY

**BID FORM
ELECTRICAL MAINTENANCE SERVICES**

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: ELECTRICAL MAINTENANCE SERVICES

BIDDER:	<u>Dayco Electrical Contractors Corp.</u>
Bidder's authorized Contact person:	<u>Joe Goater Senior Estimator David J Blotnick C.O.O.</u>
Telephone:	<u>561-732-3434</u>

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 55.00
HELPER \$ 40.00

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 82.50
HELPER \$ 60.00

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ 82.50
HELPER \$ 60.00

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

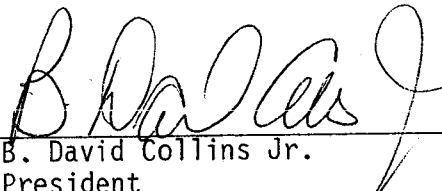
10%
%

40.00

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ per hour

Davco Electrical Contractors Corp.


B. David Collins Jr.
President

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

See Attached List

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Davco Electrical Contractors Corp
Completed Contracts

Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Value	Completion Date	Comments
Tri-rail Parking Lot Lighting	City of Sanford	Miller Legg & Associates 2005 Vista Parkway, Ste 100 West Palm Beach, FL 33411 561-689-1138	Catalfumo Construction, Ltd. 4300 Catalfumo Way Palm Beach Gardens, FL 561-694-3000	\$ 225,000	Oct-10	Install and design parking lot lights (LED) at Tri-rail and Palm Tran station
Palm Beach International Airport - Gate C Build Out	Palm Beach Cty Div. of Airports	PBS&J 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960 Mark Davidson	\$ 500,000	Oct-09	Build out of New Gate C expansion for various tenants and PBIA airport
Turkey Point Nuclear Power Plant New Traing Building	City of Sanford	Oliver Deisgn Group Architects 3500 SW Corporate Pkwy, Ste 203 Palm City, FL 34990 772-286-7616	Turner Construction Co. 1399 SW 1st Ave Miami, FL 33130 786-621-9000 Len Oates	\$ 750,000	Oct-09	Construction and design of a new training building within the Nucleur power plant site.
Jet Blue - Tenant Buildout	Palm Beach Cty Div. of Airports	PBS&J 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960 Mark Davidson	\$ 200,000	Sep-09	Full Tenant buildout in new terminal ay PBIA
Sugar Sand Park	City of Pembroke Pines	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 200,000	Oct-09	Install and design Ballfield lighting. Also Large Fountain
Ft. Mellon Park	City of Sanford	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561 588-2027	\$ 500,000	Sep-09	Install and design Ballfield lighting. Also Large Fountain
Pines Lake Elementary - Classroom Addition	Broward County School Board	Brown & Brown Architects 7100 SW 99th. Ave., Ste 201 Miami, FL 33173 305-273-7460	James B. Pirtle Construction Co., 5700 Griffin Road Davie, FL, 33314 954-797-0410	\$ 665,000	Apr-09	New Classroom Addition at Elementary School
Parkside Elementary - Classroom Addition	Broward County School Board	Brown & Brown Architects 7100 SW 99th. Ave., Ste 201 Miami, FL 33173 305-273-7460	James B. Pirtle Construction Co., 5700 Griffin Road Davie, FL, 33314 954-797-0410	\$ 365,000	Mar-09	New Classroom Addition at Elementary School
Roosevelt Middle School - Classroom Addition	School Board Of Palm Beach County	Howard & Associates 3300 Henderson Blvd, Ste #2 Tampa, FL 33609 813-872-8881	Pavarini Construction co., Inc. 2400 E. Commercial Blvd., 9th. FL Ft. Lauderdale, FL 33308 954-903-3700	\$ 1,000,000	Aug-01	New Classroom Addition at Middle School
Pine Trails Park	City of Parkland	Craven Thompson & Associates 3563 N.W. 53 rd Street Ft. Lauderdale, FL 33309 954-739-6400	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	\$ 345,000	Mar-09	Install and design Ballfield lighting

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
Palm Beach Lakes High School - Science Building	School Board Of Palm Beach County	Brown & Brown Architects 7100 SW 99th. Ave., Ste 201 Miami, FL 33173 305-273-7460	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,100,000	May-09	New Science Building at High School
Satellite Beach High School Renovations and Additions Phases I-V	Brevard County School District	STH Architectural Group, Inc. 1400 Centrepark Blvd. Ste 500 West Palm Beach, FL 33401 561-688-2111	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 4,500,000	May-09	Comprehensive Modernization and Construction of Existing High School
Rybovich Marina Phase III - Docks	RSBC Real Estate Company, LLC	Garcia & Stromberg 8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777	Bellingham Marine, Inc. 1813 Dennis Street Jacksonville, FL 32204 904-358-3362	\$ 1,100,000	Mar-09	Design and Build of New docks
Silver Trails Middle School - Baseball Fields	City of Pembroke Pines	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 340,175	Jan-09	Design & Install of new Basball Fieled Lighting
Village Elementary	Broward County School Board	Zelch McMahon, AIA 17 NE 4th., Street Ft. Lauderdale, FL 33301 954-525-0975	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,250,000	Apr-09	Modernization and Construction of new Cafetorium
Palm Beach International Airport - New Administration Building	Palm Beach Cty Div. of Airports	PBS&J 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960 Mark Davidson	\$ 3,300,000	Mar-09	New Administration Building and Offices at PBIA
Palm Beach International Airport - Gate "C" Expansion	Palm Beach Cty Div. of Airports	PBS&J 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960 Mark Davidson	\$ 2,500,000	Apr-09	Airport Addition
Wellington High School	School Board Of Palm Beach County	MPA Architects, Inc. 1801 Centrepark Dr.E Suite 175 West Palm Beach, FL 561-683-7000	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,700,000	Jan-09	Design and build of a new school auditorium addition
Royal Palm Beach Elementary - Classroom Takeover	Broward County School Board	Thaddeus Cohen Architects, PA 75 NE 6th. Ave., Ste 219 Delray Beach, FL 33483 561-276-4300	Construction Support Services 8010 Sunport Dr., St 123 Orlando FL 32809 Dino D'Errico 407-658-8585	\$ 250,000	Dec-08	Modernization and Construction of new classroom and music building
South Fork Tennis	Martin County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 170,000	Dec-08	Install and design Ballfield lighting

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
Hidden Oaks Middle School	Martin County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 160,000	Sep-08	Install and design Ballfield lighting
Seaview Tennis	Palm Beach County	Kimley-Horn & Associates, Inc. 4431 Embarcadero Dr. West Palm Beach, FL 33407 561-845-0665	Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$ 175,000	Nov-08	Construction and installation of new Tennis court lights
Lake Lytal Baseball 3&4	Palm Beach County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 155,000	Sep-08	Retrofit of Existing Fields
Palm Beach International Airport Maintenance Compound	Palm Beach County Dept. of Airports	The LPA Group, Inc. 2000 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, FL 33409 561-686-5130	The Morganti Group, Inc. 1450 Centrepark Blvd. Ste 260 West Palm Beach, FL 33401 561-689-0200	\$ 180,000	Oct-08	Upgrade of Maintenance Compound
Wellington High School Auditorium	Palm Beach County School Board	MPA Architects, Inc. 1801 Centrepark Dr.E Suite 175 West Palm Beach, FL 561-683-7000	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,400,000	Dec-08	School Auditorium Addition
Rybovich Marina Phase II	RSBC Real Estate Company, LLC	Garcia & Stromberg 8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 1,000,000	Dec-08	Design and Build of New Mega Yacht Marina
George Mullen Activity Center	Collier County Government	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 105,000	Oct-08	Retrofit of Existing Fields
Dykes Road - Miami	FPL		Florida Power & Light co. 700 Universe Blvd. Juno Beach, FL., 33408 561-691-2772	\$ 150,000	Oct-08	Hi-Voltage Underground installation
Colliers Elementary "K"	Collier County Government	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 200,000	Nov-08	Retrofit of Existing Fields
Colliers Elementary "J"	Collier County Government	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 200,000	Oct-08	Retrofit of Existing Fields

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
Vierra Regional Soccer	Brevard County School District	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 130,000	Sep-08	Retrofit of Existing Fields
Veterans Memorial Elementary	City of Naples	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 180,000	Sep-08	Retrofit of Existing Fields
Rotary Park	City of Hollywood	Harvard Jolly Architects, Inc. 3201 E Commercial Blvd. Suite 225 Ft. Lauderdale, FL 33309 954-486-7910	Kaufman Lynn, Inc. 2151 N.W. Boca Raton Boulevard, Boca Raton, FL 33431 561-361-6700	\$ 640,000	Sep-08	Design and build of new Sports complex
Hollywood West Sports Complex	City of Hollywood	Harvard Jolly Architects, Inc. 3201 E Commercial Blvd. Suite 225 Ft. Lauderdale, FL 33309 954-486-7910	Kaufman Lynn, Inc. 2151 N.W. Boca Raton Boulevard, Boca Raton, FL 33431 561-361-6700	\$ 875,000	Oct-08	Design and build of new Sports complex
Palm Beach International Airport Gate Bridges Upgrade	Palm Beach County Dept. of Airports	Pierce, Goodwin, Alexander & Linville, Inc. 791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	Stokes Mechanical 2001 7th. Ave. N Lake Worth, FL 33461 561-582-3589	\$ 500,000	Oct-08	Upgrade of all Gate Bridges
Hamlet Country Club Renovation	Hamlet Country Club HOA	RWB Linares Architecture 1600 S Dixie Highway Ste. 400 Boca Raton, FL 33432 561-391-0081	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,300,000	Oct-08	Complete Renovation of Country club Club House
SW Park Soccer Field	City of Melbourne	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 325,000	Sep-08	Design and install New Ball Field Lighting
West Boca Library	Palm Beach Facilities Development & Operations	Pierce, Goodwin, Alexander & Linville, Inc. 791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 750,000	Oct-08	Modernization and Construction of new Cafetorium
Dania Elementary	Broward County School Board	Zelch McMahon, AIA 17 NE 4th., Street Ft. Lauderdale, FL 33301 954-525-0975	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 750,000	Oct-08	Modernization and Construction of new Cafetorium
Boca Raton High School Stadium	School Board Of Palm Beach County	Schenkel Shultz Architecture 1300 N Congress Ave. West Palm Beach, FL 33409 561-697-3451	Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409 561-478-0381	\$ 1,275,000	Jun-08	Design and Build of new Sports Stadium - Football, Soccer & Track

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
Forest Park Elementary School	School Board Of Palm Beach County	Pierce, Goodwin, Alexander & Linville, Inc. 791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	Moss & Associates, LLC 2101 N Andrews Ave. Ste. 300 Ft. Lauderdale, FL 33311 954-324-5678	\$ 3,050,000	Jun-08	Design and build of new Elementary Facility
Hagen Road Elementary	School Board Of Palm Beach County	Harvard Jolly Architects, Inc. 3201 E Commercial Blvd. Suite 225 Ft. Lauderdale, FL 33309 954-486-7910	C. R. Klewin S.E., Inc. 701 Northpointe Parkway, Ste 318 West Palm Beach, FL 33401 561-686-5511	\$ 3,100,000	Sep-08	Design and build of new Elementary Facility
Palm Beach Gardens Elementary	School Board Of Palm Beach County	Pierce, Goodwin, Alexander & Linville, Inc. 791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	C. R. Klewin S.E., Inc. 701 Northpointe Parkway, Ste 318 West Palm Beach, FL 33401 561-686-5511	\$ 2,500,000	Sep-08	Design and build of new Elementary Facility
Cypress Run Educational Building	Broward County School Board	Zyscovich, Inc. 100 N Biscayne Blvd., 27th Fl. Miami, FL 33132 305-372-5222	James B. Pirtle Construction Co., 5700 Griffin Road Davie, FL 33314 954-797-0410	\$ 1,400,000	Jun-08	Design and build of new Elementary Facility
Palm Beach Lakes High School Auditorium	School Board Of Palm Beach County	STH Architectural Group, Inc. 1400 Centrepark Blvd. Ste 500 West Palm Beach, FL 33401 561-688-2111	Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409 561-478-0381	\$ 1,400,000	Apr-08	Design and build of a new school auditorium addition
PGA Soccer	City of Palm Beach Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 176,000	Jan-08	Design and install New Ball Field Lighting
Rybovich Marina Phase I	RSBC Real Estate Company, LLC	Garcia & Stromberg 8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777	Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409 561-478-0381	\$ 4,700,000	Dec-07	Design and Build of New Mega Yach Marina
Plumosus Sub Station	FPL		Utility Lines Construction 1685 N Florida Mango Road West Palm Beach, FL 33409 561-686-5808	\$ 51,875	Jan-08	Hi-Voltage Underground installation
PBCC Humanities & Tech Bldg	Village of Palm Springs	STH Architectural Group, Inc. 1400 Centrepark Blvd. Ste 500 West Palm Beach, FL 33401 561-688-2111	Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409 561-478-0381	\$ 1,294,845	Nov-05	Design and Build of New Humanities Building for PBCC on FAU Campus
Boca Raton Middle School Ball fields	School Board Of Palm Beach County	Zyscovich, Inc. 100 N Biscayne Blvd., 27th Fl. Miami, FL 33132 305-372-5222	Catalfumo Construction, Ltd. 4300 Catalfumo Way Palm Beach Gardens, FL 561-694-3000	\$ 142,000	Nov-07	Install and design Ballfield lighting

Davco Electrical Contractors Corp
Completed Contracts

Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Value	Completion Date	Comments
Burton Park	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 350,000	Nov-07	Design and install New Ball Field Lighting
Lincoln Park Soccer	Manatee County	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 284,503	Oct-07	Design and install New Ball Field Lighting
McKechnie Field	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 122,500	Oct-07	Design and install New Ball Field Lighting
D Anderson Middle School	Martin County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 130,000	Sep-06	Design and install New Ball Field Lighting
Phipps Park	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 248,325	Nov-07	Design and install New Ball Field Lighting
Cape Coral Neighborhood Park #5	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 269,000	Oct-07	Park Electrical Sportslighting & Concession Buildings
Cape Coral Neighborhood Park #4	Charlotte County	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	The Haskell Company PO Box 44100 Jacksonville, FL 904-357-4251	\$ 219,864	Oct-07	Park Electrical Sportslighting & Concession Buildings
Pelican Soccer Complex	Charlotte County	Architects Design Group, Inc. 333 N Knowles Ave. Winter Park, FL 32789 407-647-1706	Lodge Construction 2161 McGregor Boulevard Fort Myers, FL 33901 239-332-4371	\$ 962,800	Sep-07	Design and install New ballfield lighting
North Ft. Myers Academy of Arts	Charlotte County	Architects Design Group, Inc. 333 N Knowles Ave. Winter Park, FL 32789 407-647-1706	Lodge Construction 2161 McGregor Boulevard Fort Myers, FL 33901 239-332-4371	\$ 84,327	Sep-07	Design and install New ballfield lighting
Riverside High School	Charlotte County	Architects Design Group, Inc. 333 N Knowles Ave. Winter Park, FL 32789 407-647-1706	Lodge Construction 2161 McGregor Boulevard Fort Myers, FL 33901 239-332-4371	\$ 128,215	Sep-07	Design and install New ballfield lighting

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
Burt Reynolds Park	Palm Beach County	Craven Thompson & Associates 3563 N.W. 53 rd Street Ft. Lauderdale, FL 33309 954-739-6400	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561-588-2027	\$ 519,421	Sep-07	Design and install parking lot lighting
Howard Park	City of Lake Worth	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$ 205,000	Sep-07	Design and install New ballfield lighting
Mary Ann Cernuto Park	City of Port St. Lucie	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$ 176,000	Sep-07	Design and install New ballfield lighting
Soccer Ligths Jupiter Park	Town of Jupiter	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 560,000	May-07	Design and install New ballfield lighting
FGA National Ballfields	City of Palm Beach Gardens	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 481,300	May-07	Design and install New ballfield lighting
Miramar Regional Park	City of Miramar	Song & Associates 400 Australian Ave. S 6 th Floor West Palm Beach, FL 33401 561-655-2423	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,685,000	Sep-07	New Sports and Water Park Complex
Berkshire Elementary School	Palm Beach County School Board	Manuel Synalovski Synalovski Gutierrez Architect 3950 N 46 th Avenue Hollywood, FL 33021 954-961-6806	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 2,724,000	Jun-07	Design Build of New Elementary and middle school
St. Michaels Independent / Pine School	St. Michaels Independent / Pine School	STH Architectural Group, Inc. Northbridge Center, Ste 1400 N Flagler Dr., West Palm Beach, FL 33401	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,463,014	Mar-07	Design Build of New Elementary and middle school
FAU Track & Field	Florida Atlantic University	Tilden, Lobnitz & Cooper Engineering 790 E Broward Blvd, Ste 201 Fort Lauderdale, FL 33301	James A. Cummings, Inc. 3575 NW 53 rd Street Fort Lauderdale, FL 33309 954-733-4211	\$ 876,736	Mar-07	Design Build Sports Lighting and new track facility
Michael Ball Field	City of Vero Beach	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 165,000	Nov-06	Repair & Install New Lighting

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
Palm Beach Lakes Tennis Center	City of Palm Beach Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 184,000	Oct-06	Design Build Sports Lighting
Dwyer High School Football Retrofit	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 105,000	Oct-06	Lighting Retrofit
Murray Middle School	Martin County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 130,000	Sep-06	Repair & Install New Lighting
Baseball Plant Drive	City of Palm Beach Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 130,000	Sep-06	Design Build Sports Lighting
Harold Ave Park Fields 4 & 5	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 130,000	Aug-06	Design Build Sports Lighting
Carmalitta Baseball I	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 175,000	Aug-06	Design Build Sports Lighting
Tennis Center Palm Beach Gardens	City of Palm Beach Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 182,000	Jul-06	Design Build Sports Lighting
Central Park Lighting	City of Plantation	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 90,550	Jul-06	Design Build Sports Lighting
Lake Lytal Baseball	Palm Beach County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 189,000	Sep-06	Design Build Sports Lighting
Palm Beach Lakes High School Baseball Retrofit	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 301,193	Sep-06	Lighting Retrofit

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
Glade High School Football Retrofit	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 205,969	Sep-06	Lighting Retrofit
Wellington High School Retrofit	Village of Wellington 14000 Pierson Road Wellington, FL 33414	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 205,969	Aug-06	Lighting Retrofit
Olympia Running Track	Village of Wellington	Karin Mannchen 8 South J Street Lake Worth, FL 33460	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561 588-2027	\$ 110,375	Dec-06	Design Build Sports Lighting
Jupiter Farms Soccer	Palm Beach County	C&W Engineering 2326 S. Congress Ave. West Palm Beach, FL 33406 561-642-5333	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	\$ 340,000	Feb-07	Design Build Sports Lighting
Palm Beach County Hurricane Repairs	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 339,517	Jun-06	Repair & Install New Parking Lot Lighting throughout County
Palm Beach County Hurricane Repairs	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 624,117	Jun-06	Repair & Install New Ball Field Lighting throughout County
City of Port St. Lucie Hurricane Repair	City of Port St. Lucie	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 235,620	Jun-06	Repair & Install New Lighting
Lawnwood Recreational and Soccer	St. Lucie County School District	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	\$ 315,000	Jan-07	Design Build Sports Lighting
Martin County Parks Repair	Martin County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 340,240	Dec-06	Repair & Install New Lighting
Spanish River High School Auditorium	Palm Beach County School Board	MPA Architects, Inc. 1801 Centrepark Dr.E Suite 175 West Palm Beach, FL 33401 561-683-7000	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 965,000	Jan-07	School Auditorium Addition

Davco Electrical Contractors Corp
Completed Contracts

<i>Project Name</i>	<i>Owner</i>	<i>Architect / Engineer</i>	<i>General Contractor or Customers</i>	<i>Contract Value</i>	<i>Completion Date</i>	<i>Comments</i>
District Park F	Palm Beach County Improvement District	Craven Thompson & Associates 3563 N.W. 53 rd Street Ft. Lauderdale, FL 33309 954-739-6400	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561 588-2027	\$ 2,041,709	Jan-07	Install Ball field, parking lot and Building Lighting fixtures
Indian Pines Elementary School	Palm Beach County School Board	Tercilla Courtemanche Architects, Inc. 3233 Commerce Place, Ste B West Palm Beach, FL 33407 561-478-4457	C. R. Klewin S.E., Inc. 701 Northpointe Parkway, Ste 318 West Palm Beach, FL. 33401 561-686-5511	\$ 1,179,000	Feb-07	Elementary School Modernization and new build out
Citywalk Pineapple Grove	Porten Companies	EA Architects, Inc. 205 George Bush Blvd. Delray Beach, FL 33444 561-276-6011	BSA Corporation 9 NE 2nd Street Delray Beach, FL 33444 561-272-6350	\$ 991,214	Dec-06	Mixed Use Retail and Condominiums
Jim Brandon Equestrian Center	Palm Beach County	Electrical Design Associates, Inc. 4733 W Atlantic Avenue, Ste 12C Delray Beach, FL 33445	AFCO Constructors, Inc. 1804 NW Madrid Way Boca Raton, Florida 33432 561-338-2160	\$ 1,602,000	Sep-05	New Equestrian Center
Broward Estates Elementary School	School Board of Broward County	JALRW Engineering Group, Inc. 2510 NW 97 th Avenue, Ste 220 Miami, FL 33171 305-594-0660	McTeague Construction Co., Inc. 3724 SE Ocean Blvd, Ste 202 Stuart, FL 34996 772-286-6100	\$ 468,363	Nov-05	Elementary School Modernization and new build out
Palm Beach Public School	Palm Beach County School Board	S.G.M. Engineering, Inc. 433 Plaza Real Suite 275 Boca Raton, FL 33432-3999 561-392-2455	Suffolk Construction 515 N. Flagler Drive, 5th floor West Palm Beach, FL 33400 561-832-1616	\$ 913,175	Nov-05	New Elementary School
Burns Road Community Center	City of Palm Beach Gardens	BFH Inc. 2090 Palm Beach Lakes Boulevard Suite 600 West Palm Beach, FL 33409 561-684-3375	Weiss & Woolrich Contracting 1431 S.W. 30th Avenue Deerfield Beach, FL 33442 954-419-9339	\$ 365,950	Mar-06	Addition to Community Center
Sheraton Park	Port St. Lucie Parks & Rec. Dept.	Musco Sportlighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Paul Julian Port St. Lucie County 2300 Virginia Avenue Ft. Pierce, FL 34982 772-462-1519	\$ 174,000	Mar-06	Demo Existing Lighting & Install New Lighting
Port St. Lucie City Hall	City of Port St. Lucie		Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$ 89,312	Jan-06	Interior Re-model
Citibank - Oakland Park	Citigroup Corporation Realty	Saltz, Michelson Architects 1800 Australian Avenue South Suite 102 West Palm Beach, FL 33409 561-689-1870	JWR Construction Service, Inc. 1311 Newport Center Drive Deerfield Beach, FL 33442 954-480-2800	\$ 143,000	Mar-06	Interior Build out

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

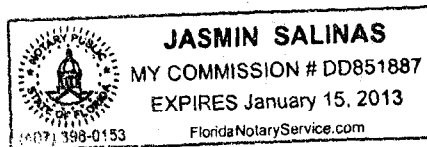
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: B. David Collins Jr.
Davco Electrical Contractors Corp.
B. David Collins Jr.
President

Sworn and subscribed before me this

6th day of April, 2010

Jasmin Salinas
NOTARY PUBLIC, State of Florida



My Commission Expires: 1/15/13

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. _____
ITB # 10-03-01 _____ for Electrical Maintenance
Services Agreement 2010 _____
2. This sworn statement is submitted by Davco Electrical Contractors Corp.
(name of entity submitting sworn statement)
whose business address is 4885 Park Ridge Blvd,
Boynton Beach, Florida 33426 _____ and (if applicable)
its Federal Employer Identification Number (FEIN) is 59-2524138 (If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement.)
3. My name is B. David Collins Jr. _____ and
my relationship to Davco Electrical Contractors Corp. _____ (please Print name
of individual signing) the entity named above is
President _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XXXX ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

B. David Collins Jr.

(signature) B. David Collins Jr.
President

April 5, 2010

(date)

STATE OF Florida

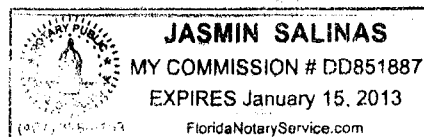
COUNTY OF Palm Beach

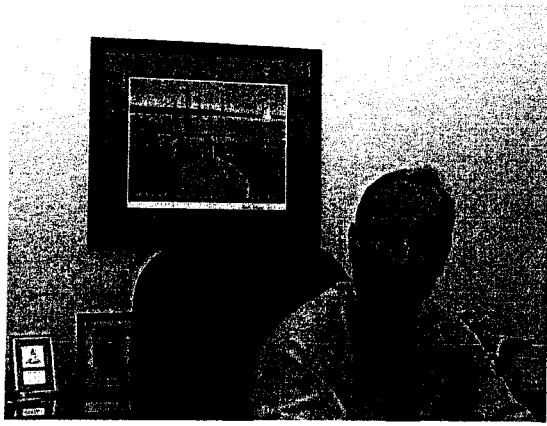
PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who after first being sworn by me, affixed his/her signature
B. David Collins Jr. in the space provided above on this 5th
(name of individual signing)
day of April, 2010.

My commission expires: 1/15/13

Jasmin Salinas

NOTARY PUBLIC





Davco Electrical Contractors Corp. was founded in April of 1985 by B. David Collins, Jr., he is also owner / qualifier and oversees all aspects of the daily operations.

B. David Collins, Jr., CEO, President ,Qualifier

Our corporate office is located in the city of Boynton Beach, Florida.

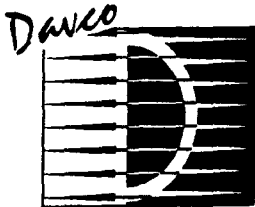
Our company's goal is to serve the Electrical Industry in a state of the art fashion and provide complete customer satisfaction. In achieving our goal, Davco Electrical Contractors Corp. has diversified into four Divisions. The majority of the employees at Davco Electrical Contractors Corp. are capable of working within any of these four divisions.

COMMERCIAL: Our commercial division has a strong and diverse construction background. The range of our projects include, schools, hospital renovations, airports, managed care facilities, museums, automobile dealerships, hotels, banks, supermarkets, warehouses, theatrical dimming installations, data/technology installations, renovations/restorations and tenant build-outs. We are also capable of providing specialty systems such as fire alarm, security, CCTV and voice/data for a complete and professional product from project start to closeout.

CIVIL: Our civil division enjoys the reputation of being one of the best in Florida at providing area lighting. We utilize a great deal of equipment and manpower to maintain our reputation. This unique division works not only underground, but at heights reaching over 150' making this division ideal for service and maintenance as well as new construction on recreational parks, stadiums, parking lots and roadways.

HIGH VOLTAGE DIVISION: Our high voltage division is certified by Florida Power and Light as a subcontractor with ability to perform all types of conduit installation, wire pulling and terminations required. Utilizing the large amount of our own equipment we are able to perform all types of high voltage work.. Through this division we are able to take a large project that requires all facets of electrical work from start to finish.

SERVICE/SMALL PROJECT: Our service/small project division at Davco Electrical Contractors Corp. provides another unique facet to our company. Not only does it perform normal service calls and on call standby service, it can work in conjunction with our commercial or civil divisions providing skilled labor from within the company. This division can also handle small commercial projects.



ELECTRICAL

CONTRACTORS CORP.

BUSINESS REFERENCES

Martin County
Kevin Landry, Park Planner
Martin County Parks & Recreation
Monterey Road
Stuart, Florida
772-221-1376

Town of Jupiter
Jim Wilkinson, Director of Maintenance
Town of Jupiter Parks & Recreation
210 Military Trail
Jupiter, FL, 33458
561-746-5134

School District of Palm Beach County
Pat Flood, Chief Electrical Maintenance
3326 Forest Hill Boulevard
West Palm Beach, FL 33406
561-687-7707

City of Palm Beach Gardens
Mike Kelly, Parks Dept
10500 North Military Trail
Palm Beach Gardens, FL, 33410
561-775-8261

The Collage Companies
Mr. Steve Pinyot
585 Technology Park, St 100
Lake Mary, FL, 32746
561-262-2773

Balfour Beatty Construction
Clinton Glass, Vice President
7901 SW 6th Court
Suite 300
Plantation, Florida 33324
954-585-4000

Pirtle Construction
Mr. Bill Ellis, Vice President
5700 Griffin Road 2401 SE
Suite 200
Davie, FL, 33314
954-797-0410

Weitz Corporation
Jon Tori
Vice President
1720 Centrepark Drive east
West Palm Beach, FL, 33401
561-686-5511

Lodge Construction
Ms. Tammy Kaminski
2161 McGregor Blvd
Fort Meyers, FL, 33901
239-332-4371

Lee County
Mr. Bob Taylor
1765 Henderson Ave
Fort Meyers, FL, 33901
239-479-8306

City of Coco Beach
Mr. Bob Torres
1600 Minutemen Causeway
Coco Beach, FL, 32931
321-868-3385

Palm Beach County Department
of Airports
Mr. Jerry Allen
Palm Beach International Airport
West Palm Beach, Florida 33406
561-471-7411

Commercial • EC673 • Industrial

Boynton Beach: (561) 732-3434 • Boca Raton: (561) 338-6847 • Fax: (561) 732-3414 • www.davcoelectric.com

4885 Park Ridge Blvd. • Boynton Beach, Florida 33426-8316



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

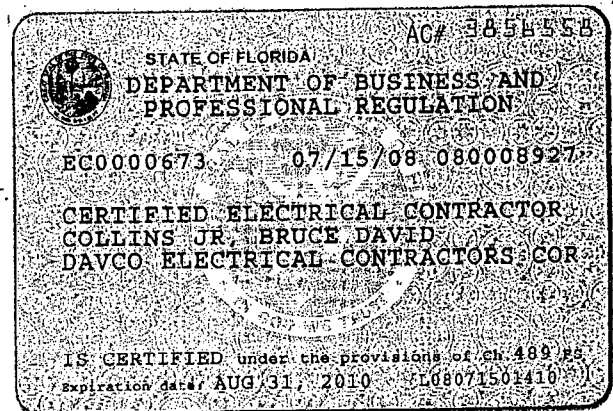
(850) 487-1395

COLLINS JR, BRUCE DAVID
DAVCO ELECTRICAL CONTRACTORS CORP
4885 PARK RIDGE BLVD.
BOYNTON BEACH FL 33426-8316

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 3856558			STATE OF FLORIDA	
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			ELECTRICAL CONTRACTORS LICENSING BOARD	
			SEQ# L08071501410	
DATE	BATCH NUMBER	LICENSE NBR		
07/15/2008	080008927	EC0000673		
The ELECTRICAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS Expiration date: AUG 31, 2010				
COLLINS JR, BRUCE DAVID DAVCO ELECTRICAL CONTRACTORS CORP 4885 PARK RIDGE BLVD. BOYNTON BEACH FL 33426-8316				
CHARLIE CRIST GOVERNOR			CHUCK DRAGO INTERIM SECRETARY	
DISPLAY AS REQUIRED BY LAW				



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

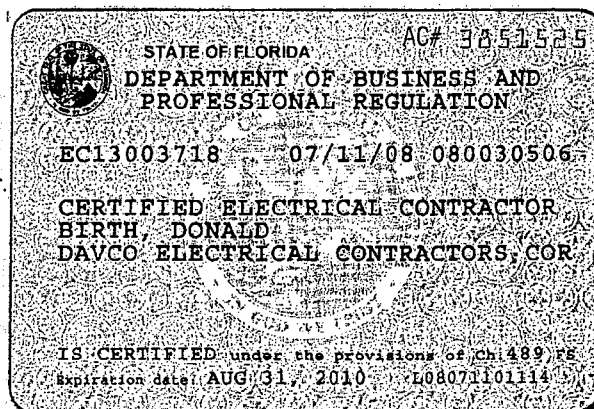
(850) 487-1395

BIRTH, DONALD
DAVCO ELECTRICAL CONTRACTORS CORP
4885 PARK RIDGE BLVD
BOYNTON BEACH FL 33426

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 3851525		STATE OF FLORIDA	
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		ELECTRICAL CONTRACTORS LICENSING BOARD	
DATE		BATCH NUMBER	LICENSE NBR
07/11/2008	080030506	EC13003718	Additional Business Qualification
The ELECTRICAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489, FS Expiration date: AUG 31, 2010			
BIRTH, DONALD DAVCO ELECTRICAL CONTRACTORS CORP 4885 PARK RIDGE BLVD BOYNTON BEACH FL 33426			
CHARLIE CRIST GOVERNOR		CHUCK DRAGO INTERIM SECRETARY	
DISPLAY AS REQUIRED BY LAW			

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010**DBA:****Receipt # 181-0003175****Business Name:** DAVCO ELECTRICAL CONTRACTORS**Business Type:****Owner Name:** CORP

ELECTRICAL CONTRACTOR

Business Location: 4885 N RIDGE BLVD
PALM BEACH COUNTY 33426**Business Opened:** 09/04/07**Business Phone:** (561)732-3434**State/County/Cert/Reg:** EC 0000673**Exemption Code:** NON EXEMPT

Rooms

Seats

Employees

Machines

Professionals

1 UNIT

Number of Machines:		For Vending Business Only			Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 27.00						\$ 27.00

0000000000 0000002700 0000001810003175 1001 9

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:DAVCO ELECTRICAL CONTRACTORS
CORP
COLLINS BRUCE D JR
4885 N RIDGE BLVD
BOYNTON BEACH FL 33426**2009 - 2010**

BUSINESS TAX RECEIPT

CITY OF BOYNTON BEACH

Business name DAVCO ELECTRICAL
Phone number (561) 732-3424
Location addr 4885 PARK RIDGE BLVD
Lic Nbr/Class 10 00019487 CONTRACTOR ELECTRICAL
Issue date 8/13/09 Expiration date 8/30/10
Lic Fee 240.00
Total 240.00
Comments B. DAVID COLLINS JR

LICENSE MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW

DAVCO ELECTRICAL
CONTRACTORS CORP
4885 PARK RIDGE BLVD
BOYNTON BEACH FL 33426



Anne M. Gannon, Tax Collector

P.O. Box 3715

West Palm Beach, FL 33402-3715

WWW.TAXCOLLECTORPBC.COM Tel:(561) 355-2272

DAVCO ELECTRICAL CONTRACTORS
COLLINS BRUCE DAVID JR
4885 PARK RIDGE BLVD
BOYNTON BEACH FL 33426-8316

Account Number: **2007-04185**

Dear Business Owner:

This is your new local business tax receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This receipt is in addition to and not in lieu of any license required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority (County Ordinance Number 72-7).

Receipts may be transferred to a new **owner** when evidence of a sale is provided; the original receipt is surrendered and a transfer fee is paid.

Receipts may be transferred to a new **location** when proof of zoning approval is provided; the original receipt is surrendered and a transfer fee is paid.

Business name changes require a new receipt.

This receipt **expires on September 30, 2010**. Renewal notices are mailed at the end of June. If you do not receive the notice by the end of July, please let us know.

I hope you have a successful year.

Anne M. Gannon

Tax Collector

**** DETACH AND DISPLAY BOTTOM PORTION, AND KEEP UPPER PORTION FOR YOUR RECORDS ****

2007-04185

STATE OF FLORIDA

DC-032

PALM BEACH COUNTY

CLASSIFICATION

LOCAL BUSINESS TAX RECEIPT

EXPIRES: SEPTEMBER - 30 - 2010

DAVCO ELECTRICAL CONTRACTORS
CORP
COLLINS BRUCE DAVID JR

LOCATED AT

CNTY 27.50

4885 PARK RIDGE BLVD
BOYNTON BEACH FL 33426-0000

TOTAL 27.50

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

ELECTRICAL CONTRACTOR

EC0000673

THIS IS NOT A BILL - DO NOT PAY

PAID. PBC TAX COLLECTOR
27.50 BTR 049 01775536 08/18/2009

ANNE M. GANNON
TAX COLLECTOR, PALM BEACH COUNTY

**THIS DOCUMENT IS VALID ONLY WHEN RECEIPTED
BY TAX COLLECTOR**

Florida Electric Contracting Service, Inc.

INVITATION TO BIDITB # 10-03-01

Sealed Bids for the Electrical Maintenance Services Agreement 2010 will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and will be publicly opened and read soon thereafter. Any bids received after the time and date specified will not be considered. Bid packets may be obtained at the office of the Town Clerk, 954-776-0576.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance services for electrical equipment and systems specified in the contract documents.

SunSentinel: March 21, 2010

Invitation To Bid

ELECTRICAL MAINTENANCE SERVICES
AGREEMENT 2010

ISSUE DATE: MARCH 10, 2010

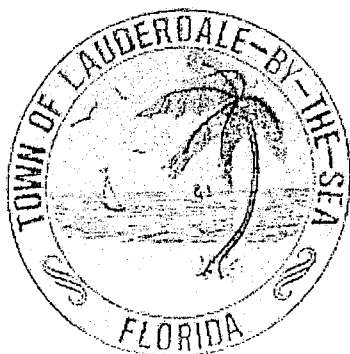
ITB # 10-03-01

MAIL OR
DELIVER
BIDS TO:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576

BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



April 8 2010

To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid	1
Electrical Maintenance Services Bid Form	2
Specifications	8
Electrical Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Electrical Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit	20
Public Entity Crimes Form	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS
AND
INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.
See attached supplemental page.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

SPECIFICATIONS
FOR ELECTRICAL MAINTENANCE SERVICES

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;

- A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.
- B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below: See attached supplemental page.

1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.
2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.

C. Services Provided

1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

FLORIDA ELECTRIC CONTRACTING SERVICE INC.

1445 S.W. 21ST AVENUE • FT. LAUDERDALE 33312 • BUSINESS PHONE (954) 587-6760 • FAX (954) 321-0355

• COMMERCIAL
• INDUSTRIAL
• PARKING LOT LIGHTING

SUPPLEMENTAL SHEET PERTAINING TO PG 7. No. 19 & PG. 8 ITEM B NO 1 & 2

ITB # 10-03-01

APRIL 8, 2010 at 2:00 PM

TOWN OF LAUDERDALE BY THE SEA - ELECTRICAL MAINTENANCE SERVICES

PG 7. NO 19. There is a 2 hour minimum travel time from portal to portal. Materials or any other costs to perform work will be passed onto the Town with applicable mark up of 28 percent.

PG 8. ITEM B. FECS normal working hours are Monday through Friday 7:00 AM to 3:30 PM (half hour lunch).

PG 8. ITEM B-1. Allow 2-4 hours response time for emergency call back on Christmas, New Year's Day, July 4 and Easter. Work performed on holidays or outside our normal working day and hours will be billed at time and half.

PG. 8. ITEM B-2. Normal working hours and emergency response time are stated above. Hours performed outside these time frames are subject to time and half charges.

HOLIDAYS OBSERVED BY OUR COMPANY THAT QUALIFY FOR HOLIDAY LABOR RATES.

- ▶ MEMORIAL DAY
- ▶ INDEPENDENCE DAY
- ▶ LABOR DAY
- ▶ THANKSGIVING
- ▶ DAY AFTER THANKSGIVING (EXCHANGED FOR VETERANS DAY)
- ▶ CHRISTMAS DAY
- ▶ NEW YEARS DAY

FLORIDA ELECTRIC CONTRACTING SERVICE INC.

1445 S.W. 21ST AVENUE • FT. LAUDERDALE 33312 • BUSINESS PHONE (954) 587-6760 • FAX (954) 321-0355

• COMMERCIAL
• INDUSTRIAL
• PARKING LOT LIGHTING

ITB # 10-03-01

8-Apr-10

Town of Lauderdale by the Sea
Electrical Maintenance Services

ADDITIONAL INFORMATION

EQUIPMENT

HOURLY RATES

General Service Truck (including Journeyman Electrician)	\$75.00 /hr
80' Reachall Bucket Truck	\$135.00 /hr
90' Reachall Bucket Truck	\$175.00 /hr
125' Reachall Bucket Truck	\$195.00 /hr
9-ton Crane	\$95.00 /hr
23-Ton Crane	\$95.00 /hr
35-ton Crane	\$150.00 /hr
70-ton Crane	\$220.00 /hr
120-ton Crane	\$3,900.00 (per DAY 1 day min.)
Texoma 500-30 Auger Truck up to 5' bit, 30' digging depth	\$95.00 /hr
Texoma Taurus Auger Truck, 3-6' diameter bit, 52' digging depth	\$225.00 /hr
Gel Pumping Truck (required for setting large poles)	\$75.00 /hr
Backhoe	\$70.00 /hr
Skid Loader	\$70.00 /hr
Pole Trailer	\$5.00 /hr
Heavy Transport Truck	\$130.00 /hr
Missile Boring (up to 2" conduit; up to 50 feet)	\$16.35 per foot
Disposal fee: Concrete Poles	\$70.00 per ton
Wood poles w/creosote	\$75.00 per ton

OTHER SERVICES

Electrical Engineering	\$135.00 /hr
------------------------	--------------

**BID FORM
ELECTRICAL MAINTENANCE SERVICES**

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: **ELECTRICAL MAINTENANCE SERVICES**

BIDDER: Florida Electric Contracting Service, Inc.
Bidder's authorized Contact person: Sheryl C. Suragdeen
Telephone: 954-587-6760

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 45.00

HELPER \$ 38.50

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 75.00

HELPER \$ 57.75

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ 75.00

HELPER \$ 57.75

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 28

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ 35.00 per hour

Invoices over a thousand dollars being paid by credit card will assess a 4% fee.

Invoices under a thousand dollars maybe paid with a credit card at no service fee.

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

See Attached

FLORIDA ELECTRIC CONTRACTING SERVICE INC.

1445 S.W. 21ST AVENUE • FT. LAUDERDALE, FLA. 33312 • BUSINESS PHONE (954) 587-6760 • FAX (954) 321-0355

• COMMERCIAL
• INDUSTRIAL
• PARKING LOT LIGHTING

RE: List of References for similar services:

The following are local municipalities with which we currently provide services for:

City of Miramar

Contract for: Installation, Maintenance and Repair of Lighting and Related Services
Eric Berry 954-704-4436

Town of Davie

Contract for: Installation, Maintenance and Repair of Lighting and Related Services
Dan Oyler 954-797-1243

School Board of Broward County

Contract for: Security and Sport Lighting Systems, Survey Identification, Preventive Maintenance, Repair and Installation
Mark Allen 754-321-0507

City of Tamarac

Installation, Maintenance and Repair of Lighting and Related Services
Kenneth Bow 954-597-3733

City of Homestead

Installation, Maintenance and Repair of Lighting and Related Services
Jeny 305-224-4570

Town of Pembroke Park

Installation, Maintenance and Repair of Lighting and Related Services
Jeanne Petersen 954-966-4600

RE: Business References

World Electric Supply Company, Inc.
6780 White Dr
West Palm Beach, FL 33407
Joe Price 561-842-8789

Graybar

1255 NW 21 Street
Pompano Beach, FL 33069
Scott Echols 954-633-6320

Musco Sports Lighting, LLC

PO Box 808
Oskaloosa, IA 52577
1-800-825-6020

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

- ☐ Insufficient time to respond to the Invitation To Bid
- ☐ Do not offer this service
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (Please explain below)
- ☐ Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
- ☐ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

PART 2

AGREEMENT FORMS

ELECTRICAL MAINTENANCE SERVICES AGREEMENT

This Electrical Maintenance and Services Agreement, made and entered into this _____ day of _____, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and Florida Electric Cntr Svc Inc. hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

Invitation To Bid and response by Contractor; General Conditions; Plumbing and Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _____
Susan Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager

Date: _____

CONTRACTOR

By: _____

Date: _____

Title: _____

Print Name

WORK ORDER

WORK ORDER

DATE:

TIME IN: _____ TIME OUT: _____

COMMENTS:

DON PRINCE, MUNICIPAL SERVICES DIRECTOR

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: M. Saragdeen, President

Sworn and subscribed before me this

8th day of April, 2010

Susan Dammyer
NOTARY PUBLIC, State of Florida

My Commission Expires: _____



SUSAN DAMMYER
MY COMMISSION # DD 898282
EXPIRES August 6, 2013
Bonded thru Budget Notary Services

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. 10-03-01
_____ for Electrical Maintenance
Services Agreement 2010
2. This sworn statement is submitted by Florida Electric Contracting Service Inc.
(name of entity submitting sworn statement)
whose business address is 1445 SW 21 Avenue
Ft. Lauderdale, FL 33312 and (if applicable)
its Federal Employer Identification Number (FEIN) is 65-1122012 (If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement.)
3. My name is Sheryl C. Suragdeen and
my relationship to Florida Electric Contracting (please Print name
Service Inc.
of individual signing) the entity named above is
President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Sheryl C. Suragdeen, President
(signature)
April 8, 2010
(date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Sheryl C. Suragdeen
who, after first being sworn by me, affixed his/her signature
in the space provided above on this 8th

(name of individual signing)
day of April, 2010.

My commission expires:

Susan Dammyer
NOTARY PUBLIC



SUSAN DAMMYER
MY COMMISSION # DD 898282
EXPIRES: August 6, 2013
Bonded Thru Budget Notary Services

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2010

PRODUCER Phone: 954-979-5855 Fax: 954-979-6788
PJK Insurance, Inc.
2500 North Powerline Road
Pompano Beach FL 33069

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Commerce and Industry Ins. Co. 19410

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Florida Electric Contracting Service, Inc.
1445 SW 21 Avenue
Ft. Lauderdale FL 33312

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1797190	2/1/2010	2/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8262604	2/1/2010	2/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	BE080778879	2/1/2010	2/1/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes If yes, describe under SPECIAL PROVISIONS below OTHER	1593104	2/1/2010	2/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Electrical Apparatus Installation, Service or Repair. Certificate Holder is additional Insured as respects General Liability (Per Form CG 20 37 attached) subject to the terms, conditions and exclusions of the policy.
Proof of Insurance Only.

CERTIFICATE HOLDER

TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA FL 33308

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rita Jackson

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004

FLORIDA ELECTRIC CONTRACTINGS SERVICE INC.

1445 SW 21ST AVENUE, FORT LAUDERDALE, FL 33312
TEL: 954-587-6760 FAX: 954-321-0355

January 22, 2010

Executive Summary

Florida Electric Contracting Service, Inc. (FECS) is located in Broward County at 1445 SW 21st Avenue, Ft. Lauderdale, FL, 33312. This location consists of 11,000 Sq. Ft. of equipment maintenance facility, warehouse, and an additional 3,200 Sq. Ft. of office space. Pamela established FECS as a privately held female owned company in 2001. In anticipation of retirement, Pamela partnered with co-worker, Sheryl Suragdeen, who has over 10 years experience in the industry; who became majority shareholder and President in 2003. In 2007 Pam retired and Sheryl now oversees the business activities and operation flow to insure production efficiency, quality service and customer satisfaction. Vernon J. Franke is the Electrical Qualifier (EC0000246) and Vice President with over 30 years experience in the industry and oversees the daily operations. FECS is minority female owned licensed General and Electrical Contractor and is competent in all phases of electrical construction. Moreover, we are 8(a) Small Business Association certified by the Federal Government and a certified Minority Business Enterprise by the State of Florida. Additionally, we are in the process of becoming a certified vendor with Florida Department of Transportation (FL DOT). FECS currently employs between 15-20 highly trained, qualified and licensed professionals in the design of electrical systems, installation, construction, and maintenance.

FECS specializes in all types of sports facility lighting, parking lot lighting, street lighting, pole setting, ballfield netting, construction of recreational park buildings, and electrical service installations/upgrades. FECS has established a reputation of installing lighting poles and fixtures in the most efficient manner possible. General contractors, as well as, other electrical contractors repeatedly call upon FECS to handle these phases of their construction projects. FECS has at their disposal various pieces of equipment necessary to complete these and other tasks.

FECS has the responsibility of maintaining the ballfield lighting, street lighting, parking lot lighting and service calls for Government Agencies such as; School Board of Broward County, Coral Springs, Dania Beach, Davie, Hollywood, Homestead, Miami Gardens, Miramar, North Miami Beach, Oakland Park, Pembroke Park, Pompano, South Miami, Tamarac and several others.

FECS is frequently called upon by various municipalities to perform specialized services not within the scope of their regular City departments. In addition, FECS is adept at trouble shooting problems and effecting repairs in a timely manner.

Please contact us to assist with your needs, questions or to obtain references.

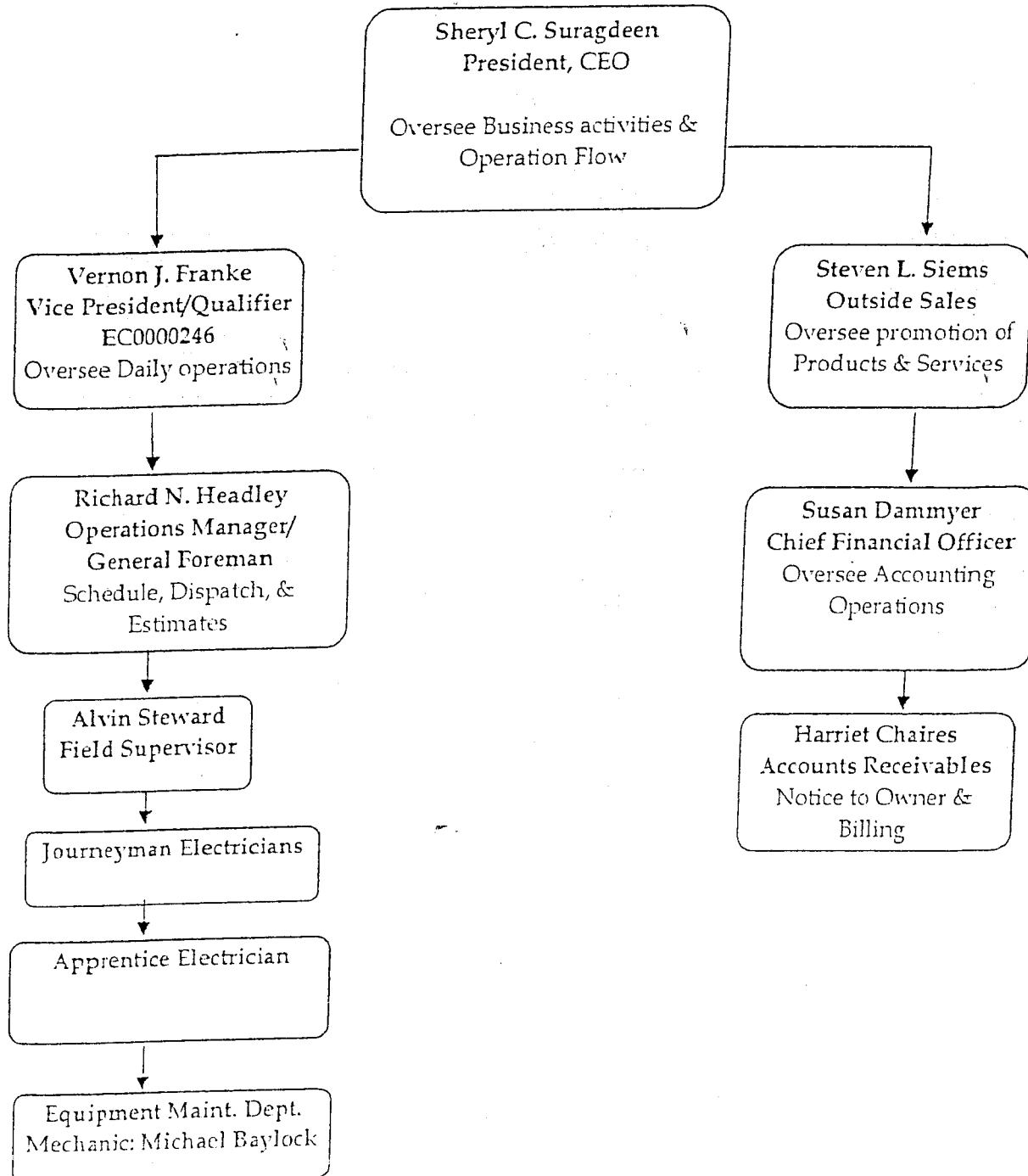
FLORIDA ELECTRIC CONTRACTING SERVICE INC.

445 S.W. 21ST AVENUE • FT. LAUDERDALE 33312 • BUSINESS PHONE (954) 567-6760 • FAX (954) 321-0355

- COMMERCIAL
- INDUSTRIAL
- PARKING LOT LIGHTING

Wednesday, December 9, 2009

ORGANIZATIONAL CHART



SHERYL C. SURAGDEEN
8664 SW 22ND CT, MIRAMAR, FL 33025
(954)477-7648 SHERYLS@FLAELECTRIC.COM

OBJECTIVE:

Provide leadership to position the company at the forefront of the Construction industry. Develop a strategic plan to advance the company's mission and objectives and to promote revenue, profitability and growth as an organization. Oversee company's operations to insure customer satisfaction, efficiency, quality and cost-effective management of resources. While Developing a culture that creates a synergistic and positive working environment. Where stability, consistency, and strong internal controls are essential in achieving the company's goal.

EXPERIENCE:

Florida Electric Contracting Service Inc, Ft. Lauderdale, FL 2002-Current

➤ *President (2003-Present)- Primary Responsibilities*

- With over 10 years experience in the construction industry and in financial management my primary duties are to develop and execute a strategic plan to ensure the longevity of the company's development and growth. Oversee company operations on a daily basis to insure efficiency, quality service and customer satisfaction are provided by the most competent and cost-effective means. I plan, develop, and implement strategies for generating resources and or revenues. Evaluate employee performances, compliance with established company objectives, and policies. The experience and knowledge I have gained over the years have assisted me with the ability to improve operational procedures, policies, and standards; while considering current environmental and economical conditions.

Florida Electric Service Inc, Ft. Lauderdale, FL 2000-2001

➤ *Junior Accountant & Human Resources*

- Assisted in daily operations and accounting activities including, maintaining currently projects, entered and paid invoices, recorded purchase orders and track receipt of materials. Assisted in customer request for scheduling and dispatching. Assisted with billing, Job Cost, Payroll and General Ledger.
- Assisted with year-end-close.

EDUCATION:

Currently

- Electrical Contractors License

Mike Holt Enterprise

2005-2008

- Bachelors in Arts Degree, Accounting.

Florida Atlantic University.

Aug. 2000-Jan. 2005

- Associates in Arts Degree, Accounting

Broward Community College

1997-1998

Certificate in Accounting Operations.

Sheridan Vocational Tech. Center

COMPUTER SKILLS: PROFICIENT IN MICROSOFT WORD, POWERPOINT, AND EXCEL, COREL WORD PERFECT, COREL QUATTRO PRO, AGE TIMBERLINE, CONSTRUCTION MANAGEMENT AND ELECTRONIC 10-KEY CALCULATOR.

REFERENCES: Available upon request.

Vernon Jay Franke, P.E.

Jay is Vice-President of Florida Electric Contracting Service, Inc. He has over thirty-five years of experience in the electrical construction field. He has been a licensed Florida Electrical Contractor (EC0000246) for over thirty-two years.

He is a graduate of the University of Florida (1971) with a B.S. in Electrical Engineering.

From 1972 to 1987, Mr. Franke was president of a family-owned electrical construction firm (Atlantic Electric Contractors, Inc.) that employed as many as 110 people. During this period, they constructed various types of facilities, including schools, manufacturing plants, concrete plants, hospitals, commercial and public buildings, hi-rise residential, shopping centers, and also installed underground distribution, duct banks and utility vaults for Florida Power & Light Co. The size of the projects extended to over \$2.5 million (electrical). He was also an active member of the local chapter of the National Electrical Contractors Association where he served for many years as a Director and Officer. In the 70's, he wrote a computer estimating program which was successfully utilized for over ten years.

From 1987 to 1989, Jay was employed by Oceanside Electric, Inc. And was responsible for estimating all major projects and oversaw all office procedures including purchasing and accounting.

Since 1989, Jay has been employed by Construction Consultants of Florida, Inc. and has been involved with all lighting and electrical design projects. He also designed & implemented computerized electrical calculation programs. In 1995, he obtained his professional engineers license and in 1996 acquired Construction Consultants of Florida, Inc. where he continues to provide electrical engineering services.

In 2008, Jay was employed by Florida Electric Contracting Services, Inc. as Vice-President responsible for electrical construction.

Richard N. Headley II

3505 S. Ocean Drive. Apt. 504,

Hollywood, FL 33019

Tel: (954) 275-9819, richardh@flaelectric.com

OBJECTIVE: Maintain a positive and productive working environment while continuing to complete projects efficiently and under-budget. In addition, I plan to continue my education in the construction management industry and to serve as an example of ethics, quality and leader to other.

EXPERIENCE: Florida Electric Contracting Service Inc, Ft. Lauderdale 2002-Present

- ♦ **Operations Manager** 2004-Present
 - With over 20 years experience in electrical construction, some of my responsibilities involve estimating and studying blueprints, overseeing and managing projects and field personnel. Currently I supervise approximately 15 field workers on a daily basis. In addition, create, execute and organize daily operational aspects of a project. Identify resources needed and delegate responsibilities accordingly. Maintain project documents are complete, current, and stored appropriately. And most importantly, ensure customer satisfaction.
- ♦ **Safety Director** 2004-Present
 - Responsible for providing leadership, direction, and a safe working environment; while minimizing exposure and risk.
 - Duties entail regular job-site walk-through inspections, identification of possible hazardous conditions and ensure corrections are made. Assist the president, Sheryl in compiling data, photographs, etc as needed as-a-result of an accident and conducting safety training.
- ♦ **General Foreman** 2002-2004
 - Assisted in the remodeling of CB Smith Water Park. Supervised the building of 9 new outdoor bathrooms facilities, 2 new electric rooms and 6 electric rooms.
 - Supervised the football field lighting installation at Hallandale High School and Coconut Creek High School.

Anthony Electric Service, Ft. Lauderdale 1992-2002

- ♦ **3RD Year Apprentice pass Journeyman Exam**
 - Started as a 3rd Year Apprentice, during that year I acquired my Electrical and began leading small crews on several projects. Including Ticket booth renovations for Continental, Southwest, United and Delta airlines. ATM installations At Fort Lauderdale/Hollywood International Airport, Power installation for Broward Aviation Department Arts Project and Installation of new computer system for United Airlines at FLL and PBI airports.

Delta Electric Service, Pompano, FL 1988-1992

- ♦ **Electrician's Helper**
 - Learned and worked fire alarm systems, assist in electrical installations specific to hospitals and airports.

3-D Electric, Davie, FL 1987-1988

- ♦ **Electrician's Helper**

EDUCATION

- ♦ National Electrical Contractors Association Estimating Course 2007
- ♦ WinTRF computer estimating course 2006
- ♦ National Joint Apprenticeship & Training Committee 1990-1995
- ♦ Sheridan Hills Christian High School 1981-1985

INTEREST & HOBBIES

- ♦ Studying stock market technical trends, with the assistance of my small library of books, the daily news and various trading software.

ALVIN D. STEWARD

3901 SW 53RD Avenue,

Davie, FL 33314

Phone: 954-275-3252

EDUCATION


- OSHA 30 Hour Training Program for Construction 2009
- CRANE TEC Tampa, FL
Certified Mobil Crane Operator 2007
- National Joint Apprenticeship & Training Committee (NJATC) 2003
Licensed Journeyman Electrician
- NATIONAL JOINT APPRENTICESHIP & TRAINING COMMITTEE (NJATC)
Apprenticeship Program 1997-2002
- United State Coast Guard 1991-1996
Small Boat Station-Worked on Search & Rescue, shoreline patrol and Drug interdiction
- Western High School 1982-1986

EXPERIENCE & LEADERSHIP

- Florida Electric Contracting Service Inc 2002 to present
- Foreman, Field Supervisor in charge of work crews on various projects such as; Palmetto Bay, CB Smith Water Park, Coral Springs High School Ballfield Lighting.
 - Responsible for ordering materials, workflow supervision until completion of project.
 - Knowledgeable in National Electrical Code-oversee that all work is performed in accordance with accepted procedures.
 - Supervise Projects that have been completed on time and under budget
 - Competent Journeyman Electrician
 - Interact with customers and making sure they are satisfied
- Florida Electric Service Company Inc 1997-2001
- Acquire knowledge to help myself to become a lead Journeyman Electrician someday.
 - Assisted Journeyman Electrician in various projects as per scope of services, while adhering to National Electrical Code
 - Learned how to be a Lead Journeyman Electrician & a Team Player


HOBBIES & INTEREST

Spending time with my family, wife and two children, while being a significant figure in their growth and development.



Florida
 DRIVER LICENSE CLASS E
 F652-870-49-381-0
 VERNON JAY FRANKE
 1601 SE 14 ST
 FT LAUDERDALE, FL 33316-2221
 DOB: 10-21-1949 SEX: M HGT: 5-10
 ISSUED: 08-27-2009
 EXPIRES: 10-21-2017
 REST:
 ENDORSE:
 DUPLICATE: 08-27-2009

RD10-08270289 SAFE DRIVER
 Operation of a motor vehicle constitutes consent to any sobriety test required by law



STATE OF FLORIDA AC# 3918511
 DEPARTMENT OF BUSINESS AND
 PROFESSIONAL REGULATION
 EC00000246 08/14/08 088031244
 CERTIFIED ELECTRICAL CONTRACTOR
 FRANKE, VERNON J
 FLORIDA ELECTRIC CONTRACTING SER
 IS CERTIFIED under the provisions of Ch.489 FS
 Expiration date: AUG 31, 2010 L08081402186

AC# 3918511

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08081402186

DATE	BATCH NUMBER	LICENSE NBR
08/14/2008	088031244	EC00000246

The ELECTRICAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS
 Expiration date: AUG 31, 2010

FRANKE, VERNON J
 FLORIDA ELECTRIC CONTRACTING SERVICE INC
 1445 SW 21 AVENUE
 FORT LAUDERDALE FL 33312

CHARLIE CRIST
 GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
 SECRETARY

AC# 3880132

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08072901691

DATE	BATCH NUMBER	LICENSE NBR
07/29/2008	088017258	CGC8284

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

WESTERVELT, SHELDON
FLORIDA ELECTRIC CONTRACTING SERVICE, INC
1445 SW 21ST AVENUE
FORT LAUDERDALE FL 33312

CHARLIE CRIST
GOVERNOR

CHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



City of America

CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2009 - 2010

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 9040123 Business Name: FLORIDA ELECTRIC CONTRACTING
Business Address: 1445 SW 21 AV
Tax Category: ELECTRICAL CONTRACTOR Tax#: 714064 Fee: 157.50

FLORIDA ELECTRIC CONTRACTING
SERVICE INC
1445 SW 21 AVE
FORT LAUDERDALE, FL 33312

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09060900925

DATE	BATCH NUMBER	LICENSE NBR
06/09/2009	080519383	QB22709

he BUSINESS ORGANIZATION
amed below IS QUALIFIED
nder the provisions of Chapter 489 FS.
xpiration date: AUG 31, 2011
THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
OMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)
FLORIDA ELECTRIC CONTRACTING SERVICE INC
1445 SW 21ST AVENUE
FORT LAUDERDALE FL 33312

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

November 4, 2009

Sheryl C. Suragdeen, President
Florida Electric Contracting Service Inc.
1445 S.W. 21st Avenue
Fort Lauderdale, FL 33312-3109

Dear Mrs. Suragdeen:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the South Florida District Office located at 100 S. Biscayne Blvd - 7th Floor, Miami, FL 33131. The phone number is (305) 536-5521

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA South Florida District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA South Florida District Office at the address shown in the third paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 238210, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

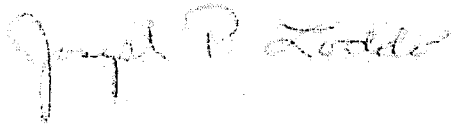
During your participation in the 8(a) Business Development Program, I encourage you to take advantage of the Mentor-Protégé Program, the Federal Surplus Property Program and the extensive management and technical training available to you. Your local SBA District Office can provide additional information on these programs.

If you have not already done so, we strongly suggest that you acquire access to e-mail to enhance your communication abilities with public and private sector buyers. Also, you should consider setting up a merchant account with a credit card company which will give you the ability to accept credit card orders for your goods and services from over 1,000 Federal buying offices. Finally, registration in the Department of Defense's Central Contractor Registration (CCR) database is a requirement to receive federal contracts. Therefore, if you have not already done so, you must register your firm, including

completion of the SBA supplemental page, in the CCR registry found on-line at <http://www.ccr.gov/>.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joseph P. Loddo". The signature is fluid and cursive, with the first name "Joseph" being the most prominent part.

Joseph P. Loddo
Associate Administrator
Office of Business Development

**BROWARD COUNTY PUBLIC SCHOOLS
SUPPLIER DIVERSITY & OUTREACH PROGRAM**

A DIVISION OF
SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT

This Certifies

Florida Electric Contracting Service, Incorporated

Has met the requirements for certification established by Broward County Public Schools
Supplier Diversity & Outreach Program as a (an)

African-American

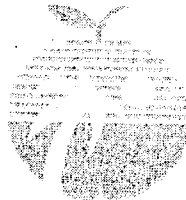
(MBE)

3/31/2008

Effective Date

3/31/2011

Expiration Date



7007-3818 01

Certification Number

Michelle Bryant Wilcox

Michelle Bryant Wilcox, M/WBE Coordinator



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM
Michelle Bryant Wilcox, M/WBE Coordinator
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351
(754) 321-0550

SCHOOL BOARD

Chair ROBIN BARTLEMAN
Vice Chair MAUREEN S. DINNEN
BEVERLY A. GALLAGHER
JENNIFER L. GOTTLIEB
PHYLLIS C. HOPE
STEPHANIE ARMA KRAFT, ESQ
ROBERT D. PARKS, Ed.D.
ELEANOR SOBEL
BENJAMIN J. WILLIAMS

JAMES F. NOTTER
Superintendent of Schools

March 31, 2008

Florida Electric Contracting Service, Incorporated
Ms. Sheryl C. Suragdeen
1445 SW 21 Avenue
Fort Lauderdale, FL 33312

Dear Ms. Suragdeen :

CONGRATULATION!

Your application for certification as a Minority/Women Business Enterprise (M/WBE) is approved. The enclosed certificate becomes valid when bids are advertised within your area of specialty. The Purchasing Department has entered into an agreement with DemandStar.com a government bid service provider. Although it is not necessary to be registered with them to do business with the SBBC, being a member of the DemandStar.com network provides many benefits. For more information on DemandStar.com, you may contact them at (800) 711-1712 or at www.demandstar.com. If your firm is qualified in the construction arena please view <http://www.broward.k12.fl.us/constructioncontracts/home/home001.htm> for further assistance.

We encourage you to become an active bidder in the contracting and subcontracting opportunities with the School Board of Broward County. The following data reflects the manner in which your company is listed on the School Board's mainframe computer system.

Certificate Number:	7007-3818 - 01	(BIC)
Certification Status:	Mar 31, 2008 until	Mar 31, 2011
Minority Status:	African-American	(MBE)
Trade or Service:	Electrical Contractor	

Your certification is valid for a three (3) year period, and it is subject to review in order to verify continued eligibility. Should any change occur which may adversely affect the minority status of your company, please notify the Supplier Diversity & Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in de-certification of your minority/women certification status.

Should you have any questions regarding your certification status with the School Board of Broward County, I may be reached at (754) 321-0550. Also, if there are any questions regarding your certification status with the North Broward Hospital District, they may be reached at (954) 831-2795 and Broward County Board of County Commissioners at (954) 357-7800.

Sincerely,

Michelle Bryant Wilcox
M/WBE Coordinator
SUPPLIER DIVERSITY & OUTREACH PROGRAM

Enclosures (2)



Certificate Number:

Small Business Development Division

Governmental Center Annex

115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

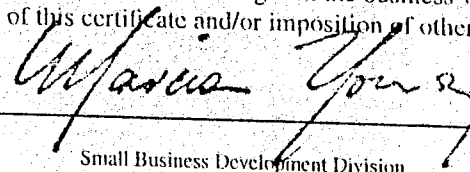
This Certificate is Awarded to:
Florida Electric Contracting Service, Inc.

The requirements have been met for certification for:

Community Disadvantaged Business Enterprise

As set forth in the Business Opportunity Act of 2004 and/or The Community Disadvantaged Business Enterprise Act of 2007.
The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

BC- CDBE Certificate Expires: 9/26/2010



Small Business Development Division

Broward County Board of County Commissioners
Josephus Eggelleton, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr.
Diana Wasserman-Rubin • Lois Wexler
www.broward.org/smallbusiness • EO200733812



Office of Equal Opportunity

Small Business Development Division

Government Center Annex

115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

November 8, 2007

Sheryl C. Suragdeen
Florida Electric Contracting Service, Inc.
1445 SW 21st Avenue
Fort Lauderdale, FL 33312

RECEIVED
NOV 15 2007

Dear Sheryl C. Suragdeen:

The Broward County Small Business Development Division is pleased to award your company certification as a: **Community Disadvantaged Business Enterprise** and . Your firm is now eligible to participate in these Small Business Development programs.

Now that your firm is certified, learn the secrets of How to do Business with Broward County by attending our monthly workshop held every third Thursday of the month. For specific time and location, please visit our website at <http://www.broward.org/smallbusiness/welcome>.

In order to participate in Broward County projects, you must obtain a vendor registration number with the Broward County Purchasing Division. To obtain a vendor registration number go to, <http://www.broward.org/purchasing>. To review current Broward County Government bid opportunities visit: <http://www.broward.org/purchasing/currentsolicitations.htm>. Bid opportunities over \$30,000 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Small Business Development Division apprised of your current e-mail address.

You are certified to participate in the following category(s): **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Small Business Development Division Directory, located on the internet at:
<https://bcegov3.broward.org/smallbusiness/sbdirectory.aspx>

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,


Marcia Young, Director
Small Business Development Division

Cert Agency: BC-CDBE
CERTIFICATION EXPIRATION DATE: 9/26/2010



The School District of Palm Beach County, FL
3300 Forest Hill Blvd., Suite A-106
West Palm Beach, FL 33406-5813

Office of Diversity In Business Practices

Arthur C. Johnson Ph.D., Superintendent
Heidi Galloway, Business Analyst
Telephone: (561) 434-7422
Fax: (561) 432-6384

Bid Information: www.bidsync.com

E-Mail: galloway@palmbeach.k12.fl.us

February 13, 2009

FLORIDA ELECTRIC CONTRACTING SERVICE, INC
1445 SW 21ST AVENUE
FT LAUDERDALE, FL 33312

Attention: SHERYL SURAGDEEN,

Congratulation! Please find enclosed the School District of Palm Beach County and the Office of Diversity in Business Practices, Minority/Women Business Enterprise Certificate. A copy of this certificate must be included in all proposals or bids that your firm participates on as a prime or subcontractor. Please register as a school district vendor with www.bidsync.com, formerly known as RFP Depot. This is recommended but it is optional and there should be no charge to view The School District of Palm Beach County bids. We also offer a Small Business Enterprise Program – see attached notice.

Many of the School District general procurement bids are listed on BidSync/RFP Depot. Also continue to check the Purchasing web-page at <http://www.palmbeach.k12.fl.us/bids/> for RFP/ITNs, and their related bid information. Lastly check the Construction-Purchasing web-page at <http://www.palmbeach.k12.fl.us/bids/Construction/BidsAndRFPs.asp> for construction related bid information.

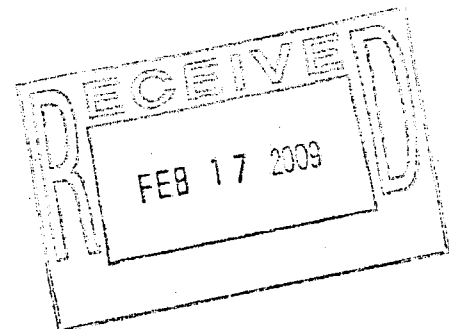
Please note that this Minority Certification is for firms identified as being owned 51% or more by a Woman or a Minority. The construction-purchasing department has their own Pre-Qualified Vendor Program for licensed construction Vendors. Please see the Construction-Purchasing web-page at <http://www.palmbeach.k12.fl.us/bids/Construction/Files/PreQual.html> for information about the Pre-Qualified Vendor program.

If you choose to register with BidSync/RFP Depot, please email or fax back to me a copy of your certification so I know to update your certification on-line with RFP Depot. If we can be further assistance to your firm, please feel free to contact me at (561) 434-7422.

Sincerely,

Heidi Galloway

Heidi Galloway
Business Analyst – Office of Diversity in Business
School District of Palm Beach County



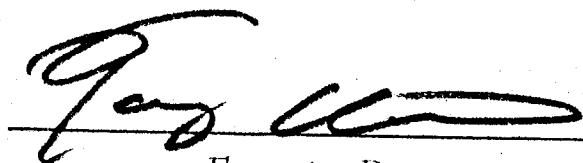


State of Florida
Minority Business Enterprise
Certification

FLORIDA ELECTRIC CONTRACTING SERVICE INC

is certified as a Minority Business Enterprise under
the provisions of Chapter 287, Florida Statutes for
a one year period from:

February 3, 2009 to February 3, 2010


Executive Director

Florida Department of Management Services
Office of Supplier Diversity

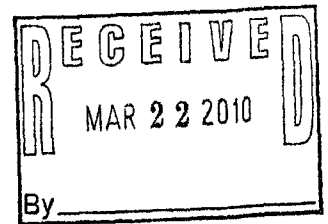
Office of Supplier Diversity * 4050 Esplanade Way, Suite 380 * Tallahassee, FL 32399-0950 * 850.487.0915 * www.osd.dms.state.fl.us

TRUCK	YEAR/MAKE/MODEL	VIN#	USE	GVW
330-12 AUGER TRUCK	1973 INTERNATIONAL TRUCK	75797CGB21144	DRILLING RIG	37000.
330-15 AUGER TRUCK	1995 FORD	1FDYWS2E3SVA60414	DRILLING RIG	46000
500-25 AUGER TRK	1973 INTERNATIONAL TRUCK	156820C091011	DRILLING RIG	39000
500-30 AUGER TRUCK	1985 GMC BRIGADEER TRUCK	1GDT9C4W0FV508172	DRILLING RIG	42860
STERLING AUGER TRK	1962 INTERNATIONAL TRUCK	B16057295		15000
TEXOMA TAURUS AUGER TRUCK	1977 CRANE CARRIER	DR2084BK21067	DRILLING RIG	73460
FORD CRANE	1994 FORD TRUCK	1FDYU82E1RVA33521	9-TON CRANE	46000
FWD CRANE	1989 FWD CRANE	1F259H907KL028122	35 TON CRANE	54000
25 TON CRANE/BUCKET	2001 VOLVO CRANE 25 TON	4V5JC8UEZ1N309411	23 TN CRN/148' BUCKE	58740
STPATO-TOWER BUCKET TRUCK	1984 INTERNATIONAL 1850	2HTD1035XECB10298	BUCKET TRUCK	17450
65' HI-RANGER BKT	1974 INTERNATIONAL 1800	FD87454H	BUCKET TRUCK	34500
SUCKER BUCKET TRUCK	1968 SEAGRAVE	R4425	BUCKET TRUCK	<20000
REACH-ALL BUCKET TRUCK("HULK")	1954 INTERNATIONAL TRUCK	952513280	BUCKET TRUCK	56000
125 FOOT REACH-ALL BUCKET	1964 INTERNATIONAL	M540425	BUCKET TRUCK	55000
95 FOOT ALTEC BUCKET TRUCK	1992 FORD F700	1FDXK74F8NVA31611	BUCKET TRUCK	31000
57 FOOT HI-RANGER BUCKET	1991 INTERNATIONAL 4700	1HTSCNEN6MH335568	BUCKET TRUCK	33000
95 FT REACH-ALL BUCKET TRUCK	1995 INTERNATIONAL	1HTSHAAPX3H624481	BUCKET TRUCK	
GEL TRUCK	1984 INTERNATIONAL	2HTD10356ECB10272	GEL TRUCK	28000
STAKEBODY GEL 330-15	1973 INTL	1568DCA10305	GEL TRUCK	37000
F-150 (FOPD) SERVICE TRUCK	1990 FORD PICKUP TRUCK	1FTDF15Y8LNB46853	SERVICE TRUCK	6550
GMC PICK UP SERVICE TRUCK	1969 GMC PICKUP TRUCK	CM20DEA13409	SERVICE TRUCK	7500
INTERNATIONAL SERVICE TRUCK	1984 INTERNATIONAL TRUCK	1HTLAHEK3EHA24967	SERVICE TRUCK	19200
VANBODY SERVICE TRUCK	1984 INTERNATIONAL TRUCK	1HTLAHEK2EHA67698	SERVICE TRUCK	19200
'95 DODGE SERVICE TRUCK	1995 DODGE RAM PICKUP TRUCK	1B6MC36C8SS122662	SERVICE TRUCK	10010
CHEV STEP-VAN (MYSTERY TRUCK)	1967 CHEVROLET STEPVAN TRUCK	PS327F174701	SERVICE TRUCK	10000
1990 INT'L SERVICE TRUCK	1990 INTERNATIONAL UTILITY	1HTSCCFL1LH218749	SERVICE TRUCK	35500
SPENCAS DUMP TRUCK	1991 INTERNATIONAL TRUCK	1HTSA2RN1MH374927	SERVICE TRUCK	29000

TRUCK	YEAR/MAKE/MODEL	VIN#	USE	GVW
1999 DODGE PICK UP (KEN'S)	1999 DODGE PICKUP TRUCK	1B7KF2368XJ599446	KEN'S TRUCK	8800
2003 FORD EXCURSION	2003 FORD EXCURSION	1FMSU41F43EA56596	STEVE'S TRUCK	9400
JD 410 BACKHOE			BACKFILL, CLEAN UP,	
JD 510 BACKHOE			BACKFILL, CLEAN UP,	
NEW HOLLAND BACKHOE			BACKFILL, CLEAN UP,	
HOLLAND SKID STEER LOADER	NEW HOLLAND/L185	N6M436262	BACKHOE/TRENCHER/FOR	
DAVIS 700 TRENCHER			TRENCHER/LINE LAYER	
DAVIS 1000 TRENCHER			TRENCHER/DIGGER	
DAVIS 70-4 TRENCHER			TRENCHER/DIGGER	
VERMEER EARTH SAW				
GENERATOR			POWER SOURCE	

Langer Electric Company

Invitation To Bid



ELECTRICAL MAINTENANCE SERVICES
AGREEMENT 2010

COPY

ISSUE DATE: MARCH 10, 2010

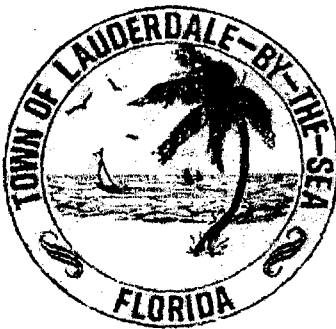
ITB # 10-03-01

MAIL OR
DELIVER
BIDS TO:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576

BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid.....	1
Electrical Maintenance Services Bid Form.....	2
Specifications.....	8
Electrical Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Electrical Maintenance Services Agreement.....	16
Sample Work Order	19
Anti-Kickback Affidavit.....	20
Public Entity Crimes Form.....	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS
AND
INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until **2:00 p.m.**, local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.

D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

**SPECIFICATIONS
FOR ELECTRICAL MAINTENANCE SERVICES**

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;

A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.

B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below:

1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.

2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.

C. Services Provided

1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.

2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

**BID FORM
ELECTRICAL MAINTENANCE SERVICES**

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: ELECTRICAL MAINTENANCE SERVICES

BIDDER:

LANGER ELECTRIC COMPANY

Bidder's authorized Contact person:

SERVICE DEPARTMENT (DOUG)

Telephone:

954-984-8489

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 65.⁰⁰

HELPER \$ 55.⁰⁰

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 97.50

HELPER \$ 85.⁰⁰

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ 130.⁰⁰

HELPER \$ 110.⁰⁰

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 25%

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ 95.⁰⁰ per hour

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

Eagle Energy Systems, LTD for Iron Mountain: service calls ranging from troubleshooting electrical issues to remodeling & new construction including fire alarm related work.

Project costs vary from \$65.00 to several thousand dollars.

Contact: Gene Flatau 561-676 0138 gflatau@eaglesys.com

Miami Country Day School: service calls ranging from troubleshooting electrical issues to renovations, remodeling, new construction, & light pole installation.

Project costs vary from \$65.00 to several thousand dollars

Contact: Mike Caban 305-758-5569 cabanm@miamicountryday.org

Broward Sheriff's Office - Central Broward Command-Fire Department:

service calls addressing emergency light replacements at fire stations.

Project costs: Fees per BSO Contract - Small Projects & Emergency/ Electrical Contracting Services.

Contact: Michael Brady 954-831-8175 Michael.Brady@Sheriff.org

Gregory Holness 954-605-8254

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

- ☐ Insufficient time to respond to the Invitation To Bid
- ☐ Do not offer this service
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (Please explain below)
- ☐ Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
- ☐ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

PART 2

AGREEMENT FORMS

ELECTRICAL MAINTENANCE SERVICES AGREEMENT

This Electrical Maintenance and Services Agreement, made and entered into this _____ day of _____, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

 Invitation To Bid and response by Contractor; General Conditions; Plumbing and Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _____
Susan Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager

Date: _____

CONTRACTOR

By: _____

Date: _____

Print Name

Title: _____

WORK ORDER

WORK ORDER

DATE:

TIME IN: _____ TIME OUT: _____

COMMENTS:

DON PRINCE, MUNICIPAL SERVICES DIRECTOR

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Reynold Langer*

Sworn and subscribed before me this

8 day of April, 2010

T.B. Plyler
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
T. B. Plyler
Commission # DD705651
Expires: AUG. 16, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: *Aug. 16, 2011*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. 10-03-01
_____ for ELECTRICAL
MAINTENANCE SERVICES AGREEMENT 2010
2. This sworn statement is submitted by LANGIER ELECTRIC COMPANY
(name of entity submitting sworn statement)
whose business address is 6500 NW 21ST AVE, SUITE 1
FORT LAUDERDALE, FL 33309 and (if applicable)
its Federal Employer Identification Number (FEIN) is _____ (If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement.)
3. My name is ROGER LANGIER and
my relationship to LANGIER ELECTRIC COMPANY (please Print name
of individual signing) the entity named above is
VICE-PRESIDENT
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
 - ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - ☐ There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Roger Langer
(signature)

4-8-10
(date)

STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Vice President
who, after first being sworn by me, affixed his/her signature
Roger Langer in the space provided above on this _____
(name of individual signing)
day of 8 April, 2010.

My commission expires: Aug 16, 2011

T. B. Plyler
NOTARY PUBLIC
NOTARY PUBLIC-STATE OF FLORIDA
T. B. Plyler
Commission # DD705651
Expires: AUG. 16, 2011
BONDED THRU ATLANTIC BONDING CO., INC.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

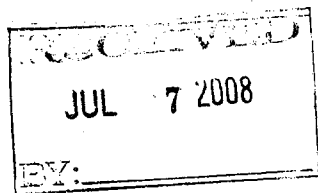
(850) 487-1395

LANGER, ROGER E
LANGER ELECTRIC COMPANY
6500 NW 21ST AVENUE
SUITE 1
FORT LAUDERDALE FL 33309

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

STATE OF FLORIDA		
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
ELECTRICAL CONTRACTORS LICENSING BOARD		
AC# 3821657	SEQ# L08061801322	
DATE	BATCH NUMBER	LICENSE NBR
06/18/2008	078168324	EC0000099
The ELECTRICAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2010		
LANGER, ROGER E LANGER ELECTRIC COMPANY 6500 NW 21ST AVENUE SUITE 1 FORT LAUDERDALE FL 33309		
CHARLIE CRIST GOVERNOR	CHUCK DRAGO INTERIM SECRETARY	
DISPLAY AS REQUIRED BY LAW		

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA: _____ Receipt # **181-0003180**
Business Name: LANGER ELECTRIC COMPANY Business Type: _____
Owner Name: LANGER ROGER EDWARD JR CERT ELECTRICAL CONTRACTOR
Business Location: 6500 NW 21 AVE 1 Business Opened: 09/06/07
FT LAUDERDALE 33309 State/County/Cert/Reg: EC0001959
Business Phone: _____ Exemption Code: NON EXEMPT

Rooms _____ Seats _____ Employees _____ Machines _____ Professionals _____
20 UNITS

Number of Machines:			For Vending Business Only				Vending Type:
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
\$ 54.00						\$ 54.00	

PAID 07/29/09 7706083.0001 54.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LANGER ELECTRIC COMPANY
LANGER ROGER EDWARD JR
6500 NW 21 AVE STE#1
FORT LAUDERDALE FL 33309

2009 - 2010

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) LANGER ELECTRIC COMPANY	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
<input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 6500 NW 21st Ave, Suite # 1	Requester's name and address (optional)
City, state, and ZIP code Fort Lauderdale, FL 33309	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

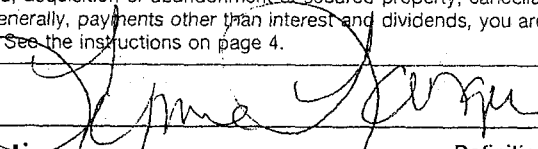
Social security number
or
Employer identification number 59 12641797

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 4/7/2010
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

OP ID J9
LANGE-2

DATE (MM/DD/YYYY)

03/16/10

PRODUCER Brown & Brown of Florida, Inc. 5900 N. Andrews Ave. #300 P.O. Box 5727 Ft. Lauderdale FL 33310-5727 Phone: 954-776-2222 Fax: 954-776-4446		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Langer Electric Company Langer Electrical Services Co. 6500 NW 21st Ave, Suite #1 Fort Lauderdale FL 33309		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: *Hanover Insurance Co.+	22292
		INSURER B: *FFVA Mutual Insurance Co.+	10385
		INSURER C: Progressive Express Ins. Co.+	10193
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	ZZJ765636500	03/10/10	03/10/11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER:	
A		AUTOMOBILE LIABILITY	AZJ863377803	02/23/10	02/23/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO			OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
A		EXCESS / UMBRELLA LIABILITY	UHJ765636000	03/10/10	03/10/11	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$-0-					\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC84000183242010A	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		E.L. EACH ACCIDENT				\$ \$500,000	
		E.L. DISEASE - EA EMPLOYEE				\$ \$500,000	
		E.L. DISEASE - POLICY LIMIT				\$ \$500,000	
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below					
		OTHER					
C		Auto	04505730	02/23/10	02/23/11	CSL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

LAUDERD

Town ofLauderdale By The Sea
4501 Ocean Blvd
Lauderdale By The Sea FL 33308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE